

LAWTON COMMUNITY SCHOOLS

BOARD OF EDUCATION

Regular Meeting

October 20, 2025

7:00 PM

AGENDA

1. **CALL TO ORDER** - 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 community meeting. There is a time for public participation during forum time.
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA** **2**
4. **FORUM TIME** - Comments specific to meeting agenda
5. **BUDGET REPORTS**
6. **SUPERINTENDENT'S REPORT**
  - A. Special Recognitions
    1. Student of the Month
    - B. State Assessment Report - Tamara Webster
    - C. SE-4094 Transportation Expenditures Report
    - D. SE-4096 Special Education Expenditures
7. **NEW BUSINESS - CONSENT AGENDA ITEMS** **3**
  - A. Approval of Consent Agenda Items
  - B. Special Recognition Resolution Approvals
    1. Middle School **4**
    2. High School **5**
  - C. Approval of Board of Education Meeting Minutes **6**
  - D. Hire Resolution - Green - LAAC Aide **14**
  - E. Hire Resolution - Modderman - Van Driver **15**
  - F. Resignation Resolution - Modderman - MS Girls Soccer Head Coach **16**
  - G. Resignation Resolution - Holmes - MS Paraprofessional **17**
  - H. Resignation Resolution - Williams - MS Boys Basketball Coach **18**
  - I. Resignation Resolution - Williams - MS Attendance Clerk **19**
  - J. Termination Resolution - Keister - Bookkeeper **20**
8. **NEW BUSINESS**
  - A. Points of Pride
  - B. Sherman Lake YMCA Overnight Request **21**
  - C. PowerSchool Litigation **23**
  - D. Facilities & Student Activities Meeting - 10.08.25 **35**
9. **FORUM TIME**
10. **ADJOURNMENT**

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Approval of Agenda

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education approves the agenda as presented."**

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Consent Agenda Items

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education approves consent agenda items: 7. A, B, C, D, E, F, G, H, I, and J."**

To: Board of Education  
From: David Williams  
Date: October 20, 2025  
Re: Middle School Resolutions

**RECOMMENDED BOARD ACTION:**

**“RESOLVED, that the Lawton Community Schools Board of Education extends its congratulations to the following students for being Students of the Month for the month of September: Fifth Grade William Turner, Sixth Grade Khloe Avery, Seventh Grade Cassidy Wojt, and Eighth Grade Amelia Weurding.”**

**William Turner; Son of Lewis and Marisa Turner**

William Turner was chosen as the 5th grade Student of the Month because he represents what we look for in our Student of the Month candidate. William is a thoughtful and honest young man, who shows great compassion towards his peers. In the classroom he is a hard worker with a great work ethic. William is always willing to lend a helping hand. Congratulations William for being such an awesome student!

**Khloe Avery; Daughter of Shawn and Kayla Avery**

The 6th grade teachers nominate Khloe Avery. Khloe consistently follows all expectations, setting a positive example for her peers. She takes great pride in her work, always striving for excellence in every subject. Khloe has been a great leader by example to all and is especially willing to be a helping hand to those in need. Congratulations, Khloe, on this well-deserved recognition!

**Cassidy Wojt; Daughter of Michael and Shauntelle Wojt**

The 7th grade teachers nominate Cassidy Wojt for September’s 7th grade Student of the Month. Cassidy is a very hard worker. She always goes above and beyond on her assignments. She is also super nice and follows the ROAR expectations.

Mrs. Frank says Cassidy is a hard worker, completes all of her work thoughtfully and neatly and helps out in the classroom without asking for assistance. Mrs. Wright says that Cassidy does an amazing job in Project math and is willing to help others.

**Amelia Weurding; Daughter of Derek and Lisa Weurding**

The 8th Grade Teachers are excited to recognize Amelia Weurding for being an outstanding member of our school community! Amelia is a wonderful role model to her peers—she consistently leads by example with kindness, integrity, and a strong work ethic.

She treats both her teachers and classmates with respect, creating a positive and welcoming environment wherever she goes. Whether it's working in a group, helping a friend, or stepping up during a challenge, Amelia shows she can be a leader in many different situations.

Her presence in class makes a difference, and we are so grateful to have her as part of our classes. Thank you, Amelia, for being you!

To: Board of Education  
From: Jon Waldron  
Date: Oct 20, 2025  
Re: High School Resolutions

**RECOMMENDED BOARD ACTIONS:**

“RESOLVED, that the Lawton Community Schools Board of Education extends its congratulations to the following students for being Students of the Month.

**Nova Lauzzana**, daughter of Palma Burdick, Julian Lauzzana: One Teacher wrote: Nova is a valuable participant in class and asks questions that further our class discussions.

**Hunter Goss**, son of Mishelle Goss and Bradley Goss: One Teacher wrote: Hunter has shown a genuine interest in understanding class material and has been proactive to this end.



# LAWTON COMMUNITY SCHOOLS

## Lawton Community Schools Board of Education Minutes of the Regular Meeting on September 15, 2025 High School Board Room

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A REGULAR MEETING of the Board of Education of Lawton Community Schools was held Monday, September 15, 2025 beginning at 7:00pm in the HIGH SCHOOL BOARD ROOM.

- Board members present: Walter Hitchcock, Steve Carroll, Bryan Cronenwett, Larissa Hunt, Nate Pursley, Matt Riggs, Eric Smith
  - Board members absent: None
1. **CALL TO ORDER** - 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 community meeting. There is a time for public participation during forum time.
  2. **PLEDGE OF ALLEGIANCE**
  3. **APPROVAL OF AGENDA**  
Motion: Riggs  
Support: Carroll  
Carried: 7-0  
"RESOLVED, that the Lawton Community Schools Board of Education approves the agenda as presented."
  4. **FORUM TIME** - Comments specific to meeting agenda
  5. **BUDGET REPORTS**
  6. **SUPERINTENDENT'S REPORT**
    - A. Master Schedules – Elementary School, Middle School, High School
      1. Elementary School Master Schedule
      2. Middle School Master Schedule
      3. High School Master Schedule
    - B. MASB Annual Leadership Conference Reminder
  7. **NEW BUSINESS - CONSENT AGENDA ITEMS**
    - A. Approval of Consent Agenda Items  
Motion: Smith  
Support: Cronenwett  
Carried: 7-0  
"RESOLVED, that the Lawton Community Schools Board of Education approves consent agenda items: A, B, C, D, E, F, G, H, and I."
    - B. Approval of Board of Education Meeting Minutes  
"RESOLVED, that the Lawton Community Schools Board of Education approves the August 18, 2025 Regular Meeting Minutes as presented."

- C. Hire Resolution – Korteway – MS Football Assistant Coach  
“RESOLVED, that the Lawton Community Schools Board of Education approves the hiring of Andy Korteway as an MS Football Assistant Coach.”
  - D. Hire Resolution – VanPeteghem – MS Cross Country Head Coach  
“RESOLVED, that the Lawton Community Schools Board of Education approves the hiring of Wendi VanPeteghem as an MS Cross Country Head Coach.”
  - E. Hire Resolution – Ramlow – Kindergarten Aide  
“RESOLVED, that the Lawton Community Schools Board of Education approves the hiring of Heather Ramlow as a Kindergarten Aide.”
  - F. Hire Resolution – Holmes – MS Aide  
“RESOLVED, that the Lawton Community Schools Board of Education approves the hiring of Autumn Holmes as an MS Paraprofessional.”
  - G. Hire Resolution – Weurding – 8<sup>th</sup> Grade VB Head Coach  
“RESOLVED, that the Lawton Community Schools Board of Education approves the hiring of Derek Weurding as an 8<sup>th</sup> Grade Volleyball Head Coach.”
  - H. Hire Resolution – Kiel – 7<sup>th</sup> Grade VB Head Coach  
“RESOLVED, that the Lawton Community Schools Board of Education approves the hiring of Brynn Kiel as a 7<sup>th</sup> Grade Volleyball Head Coach.”
  - I. Hire Resolution – VanOrman – Childcare Provider  
“RESOLVED, that the Lawton Community Schools Board of Education approves the hiring of Hope VanOrman as a Childcare Provider for Lawton Little Learners.”
- 8. NEW BUSINESS**
- A. Points of Pride
    - Bandfield – impressed with number of band students on the field on Friday
    - Carroll – glad the board takes a proactive approach on building improvements
    - Bandfield – Heather Olson has been amazing with the challenges the elementary is facing
    - Hunt – impressed with Lawton’s statistics compared to other neighboring schools
  - B. Renewal – Standards of Practice Document
    - Motion: Hunt
    - Support: Riggs
    - Carried: 7-0
    - “RESOLVED, that the Lawton Community Schools Board of Education renws the Standards of Practice as a model for the effective governance of the district.”
  - C. MASB Voting Delegate
    - Motion: Cronenwett
    - Support: Pursley
    - Carried: 7-0
    - “RESOLVED, that the Lawton Community Schools Board of Education appoints Larissa Hunt as a voting delegate.”
  - D. Facilities & Student Activities Committee Meeting – 08.18.25
    - Committee: Facilities, Athletics, Student Activities
    - Date of Meeting: 8.18.25 @ 8:00
    - Committee Members attending: Cronenwett, Riggs, Smith
    - Administrator(s) attending: Bandfield
    - Type of committee report:  
Reporting/updating  
X Recommending board action
    - Brief background of committee issues/area reporting:

The committee met on Monday Aug 19th to discuss some cosmetic upgrades that has been on the committee's radar for some time.

We have been exploring some freshening up of the Main Entrance / Hallway and have worked with a company that does Wall Skins, an adhesive material that brings school color and spirit to spaces.

As Administration progressed in exploring improvements in the High School, AJ Henderson (Food Service) was interested in implementing similar changes. Previously Mr. Bandfield looked at adding a backdrop wall in the Middle School and Elementary School, so for the sake of information and opportunity the committee was presented with mock ups and prices for these areas as well.

At this time the committee has decided to recommend moving forward with the High School portion only to get an understanding of the material and the look of the project prior to doing the Food Service and other buildings.

CHAIR DOES NOT NEED TO READ THE FOLLOWING BOARD ACTIONS AS THEY WILL BE RESOLUTIONS AFTER THE COMMITTEE REPORT

RECOMMENDED BOARD ACTION:

Resolved the Lawton Board of Education approve the cosmetic upgrades to the High School hallway at an estimated cost of \$8,735.

E. Purchase of HS Cosmetic Upgrades Resolution

Motion: Cronenwett

Support: Riggs

Carried: 7-0

RESOLVED, that the Lawton Community Schools Board of Education approves the cosmetic upgrades to the High School hallway at an estimated cost of \$8,735."

F. Curriculum Committee Meeting – 09.15.25

Committee: Curriculum Committee

Date of Meeting: Monday 9.15 @ 6:30pm

Committee Members attending: Hunt, Smith, Pursley

Administrator(s) attending: Bandfield, Webster

Type of committee report:

Reporting/updating

X Recommending board action

Brief background of committee issues/area reporting:

The Curriculum Committee met on Thursday Sept 15 to discuss... Purchase of books for 1 High School Class and 1 Middle School Class. Mrs. Webster shared information about each book, intention in the request / use, and amount ordered.

RECOMMENDED BOARD ACTION:

- Resolved, that the Lawton Community Schools Board of Education approves the purchase of books *Leadership Workbook for Teens and Advanced Placement Edition United States Government & Politics* for classes.

G. Purchase of Books

Motion: Hunt

Support: Pursley

Carried: 7-0

"RESOLVED, that the Lawton Community Schools Board of Education approves the purchase of books *Leadership Workbook for Teens and Advanced Placement Edition United States Government & Politics* for classes."

H. Facility Assessment Conversation – (will revisit in September due to absent board members)

Motion: Hunt  
Support: Smith  
Carried: 7-0

“RESOLVED, that the Lawton Community Schools Board of Education approves selecting Triangle for performing a facility assessment. Mr. Bandfield will make the proper arrangements in initiating the agreement.”

9. **FORUM TIME**

Nicole Smith – appreciates all the board does; current events: Charlie Kirk being shot, post on social media from Galesburg teacher; saw a post from Chad Kuhlmann stating that Charlie Kirk was the problem; putting hate on social media should not be tolerated; Kuhlmann should be held accountable

Hitchcock – administration has spoken with Kuhlmann and are working toward a resolution

10. **CLOSED SESSION** – to consider the dismissal, suspension, or discipling of a student, as allowed by the Open Meetings Act, P.A. 267 of 1976 8(b) – **Roll Call Vote**

The board went into Closed Session at 7:36pm and returned to Open Session at 7:53pm.

Motion: Cronenwett

Support: Hunt

Carried: 7-0

Ayes: Hitchcock, Carroll, Cronenwett, Hunt, Pursley, Riggs, Smith

Nays: None

“RESOLVED, that the Lawton Community Schools Board of Education go into Closed Session to consider the dismissal, suspension, or disciplining of a student, as allowed by the Open Meetings Act, P.A. 267 of 1976 8(b). Closed session requested by student.”

11. **OPEN SESSION**

Motion: Cronenwett

Support: Carroll

Carried: 7-0

“RESOLVED, that the Lawton Community Schools Board of Education return to Open Session.”

A. Student Discipline

Motion: Smith

Support: Carroll

Carried: 7-0

“RESOLVED, that the Lawton Community Schools Board of Education permanently expels Student 20311075 from Lawton Community Schools. Any application for reinstatement should include student’s behavior and involvement in appropriate services since the expulsion incident. During the expulsion, the student is not permitted to be on school grounds.”

10. **ADJOURNMENT**

The meeting adjourned at 8:39pm.

Submitted by: \_\_\_\_\_

Larissa Hunt, Lawton Community Schools Board of Education Secretary



# LAWTON COMMUNITY SCHOOLS

## Lawton Community Schools Board of Education Minutes of the Special Meeting on October 6, 2025 High School Board Room

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A SPECIAL MEETING of the Board of Education of Lawton Community Schools was held Monday, October 6, 2025 beginning at 6:00 PM in the HIGH SCHOOL BOARD ROOM.

- Board members present: Walter Hitchcock, Steve Carroll, Bryan Cronenwett, Larissa Hunt, Matt Riggs, Eric Smith
- Board members absent: Nat Pursley

1. **CALL TO ORDER** - 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 community meeting. There is a time for public participation during forum time.

2. **CLOSED SESSION** - To consider the dismissal, suspension, or discipline of a student, as allowed by the Open Meetings Act, P.A. 267 of 1976 8(b) - **Roll Call Vote**

The Board went into Closed Session at 6:00pm and returned to Open Session at 7:09pm.

Motion: Cronenwett

Support: Hunt

Carried: 6-0, 1 absent

Ayes: Hitchcock, Carroll, Cronenwett, Hunt, Riggs, Smith

Nays: None

"RESOLVED, that the Lawton Community Schools Board of Education go into Closed Session to consider the dismissal, suspension, or disciplining of a student, as allowed by the Open Meetings Act, P.A. 267 of 1976 8(b). Closed session requested by student."

3. **OPEN SESSION**

Motion: Cronenwett

Support: Hunt

Carried: 6-0, 1 absent

"RESOLVED, that the Lawton Community Schools Board of Education return to Open Session."

A. Student Discipline

Motion: Hunt

Support: Riggs

Carried: 6-0, 1 absent

"RESOLVED, that the Lawton Community Schools Board of Education suspends student #20302623 from Lawton Community Schools for 45 school days, returning on December 3, 2025 while providing the appropriate educational services. It is recommended that the student participates in restorative practices, and appropriate counseling services and sharing that information with the Lawton Community Schools Administration. During the suspension, the student should not be on school grounds."

4. **FORUM TIME**

5. **ADJOURNMENT**

The meeting adjourned at XXXpm.

Submitted by: \_\_\_\_\_  
Larissa Hunt, Lawton Community Schools Board of Education Secretary

Proposed



# LAWTON COMMUNITY SCHOOLS

## Lawton Community Schools Board of Education Minutes of the Special Meeting on October 8, 2025 High School Board Room

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A SPECIAL MEETING of the Board of Education of Lawton Community Schools was held Wednesday, October 8, 2025 beginning at 6:20 PM in the HIGH SCHOOL BOARD ROOM.

- Board members present: Walter Hitchcock, Steve Carroll, Bryan Cronenwett, Matt Riggs, Eric Smith
- Board members absent: Larissa Hunt, Nate Pursley

1. **CALL TO ORDER** - 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 community meeting. There is a time for public participation during forum time.

2. **CLOSED SESSION** - To consider the dismissal, suspension, or discipline of a student, as allowed by the Open Meetings Act, P.A. 267 of 1976 8(b) - **Roll Call Vote**

The Board went into Closed Session at 6:15pm and returned to Open Session at 7:30pm.

Motion: Cronenwett

Support: Riggs

Carried: 5-0, 2 absent

Ayes: Hitchcock, Carroll, Cronenwett, Riggs, Smith

Nays: None

"RESOLVED, that the Lawton Community Schools Board of Education go into Closed Session to consider the dismissal, suspension, or disciplining of a student, as allowed by the Open Meetings Act, P.A. 267 of 1976 8(b). Closed session requested by student."

3. **OPEN SESSION**

Motion: Cronenwett

Support: Carroll

Carried: 5-0, 2 absent

"RESOLVED, that the Lawton Community Schools Board of Education return to Open Session."

A. Student Discipline

Motion: Riggs

Support: Smith

Carried: 5-0, 2 absent

"RESOLVED, that the Lawton Community Schools Board of Education, after consideration of the appeal submitted on behalf of student 20262542, has determined to enforce a 20% game suspension, and an additional 20% of volunteering requirements (4 additional events)."

4. **FORUM TIME**

5. **ADJOURNMENT**

The meeting adjourned at 7:35pm.

Submitted by: \_\_\_\_\_

Larissa Hunt, Lawton Community Schools Board of Education Secretary

Eric Smith

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Approval of Minutes

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education approves the September 15, 2025 Regular Meeting Minutes and the October 6, 2025 and October 8, 2025 Special Meeting Minutes as presented."**

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Hire Resolution – Green – LAAC Aide

Tamara Webster is recommending Allison Green be hired as an Aide for the LAAC. One candidate applied and one was interviewed.

Allison previous employment report cites reliability and good relationships with families.

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education approves the hiring of Allison Green as an Aide for the LAAC."**

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Hire Resolution – Modderman – Van Driver

Jim Turner is recommending Cheryl Modderman be hired as a Van Driver for Transportation. One candidate applied and one was interviewed.

Cheryl has PTO, Booster, and school volunteer experience.

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education approves the hiring of Cheryl Modderman as a Van Driver for Transportation."**

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Resignation Resolution – Modderman – MS Girls Soccer Head Coach

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education accepts the resignation of Addison Modderman as an MS Girls Soccer Head Coach effective September 17, 2025."**

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Resignation Resolution – Holmes – MS Paraprofessional

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education accepts the resignation of Autumn Holmes as an MS Paraprofessional effective September 30, 2025."**

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Resignation Resolution – Williams – MS Boys Basketball Coach

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education accepts the resignation of Chad Williams as an MS Boys Basketball Coach effective October 6, 2025."**

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Resignation Resolution – Williams – MS Attendance Clerk

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education accepts the resignation of Marissa Williams as an MS Attendance Clerk effective October 31, 2025."**

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Termination – Keister - Bookkeeper

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education accepts the termination of Andria Keister as a Bookkeeper effective September 16, 2025."**

FIELD TRIP REQUEST FORM

Teacher: **Bethany Jellies** School/Class: **5th grade** Request Date: **10/14/25**

Trip Date: **3/23-25/2026** Destination: **Sherman Lake YMCA Camp** Number of Students : **88**

Number of Staff/Chaperones: **5** Purpose of Trip: **To enhance our HCRR system**

Course of Study: **5th grade team building- Middle School Prep** Specific Learning Objectives to be Accomplished: **This trip reinforces our character traits of Honesty, Caring, Respect, and Responsibility.**

Student Behaviors that will Confirm Achievement of the Learning Objectives:

**Students will have a renewed understanding of HCRR outside the classroom to be able to handle new situations that put them outside their comfort zone.**

Course Objectives Related to the Learning Objectives:

**These character traits are reinforced at school as part of our school wide MiBLISi goals.**

Pre-Trip Lessons/Activities to be Done in the Classroom:

**We related many things about preparing for middle school and how they will act/ be treated at camp. Students are given responsibilities to prepare for the trip.**

Post Trip Activities/Lessons to Reinforce/Extend Learning:

**Students fill out a handbook at camp after each group activity. Teachers will use that to assist a writing assignment. We also expect behavior to improve as students use HCRR in situations practiced at camp.**

I have utilized the guidelines in 2340A to plan, conduct, and evaluate the trip and, upon approval of the trip, I will obtain parental permission (2340 F2 or F2A) and use the Checklist for Trips (2340 F3).

Field Trip Approval

Trip Approved:  Trip Disapproved:  Principal: *Dr. G. Moran* Date: 10/13/25

Trip Approved:  Trip Disapproved:  Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

(Over)

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: Sherman Lake YMCA Overnight Approval

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education approve the proposal for the overnight trip for the 5<sup>th</sup> Grade Sherman Lake YMCA Camp that is planned for March of 2026."**



JEFFREY J. SOLES  
MICHAEL D. GRESENS  
CHRISTOPHER J. IAMARINO  
RAYMOND M. DAVIS  
MICHELE R. EADDY  
KIRK C. HERALD  
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

CRISTINA T. PATZELT  
PHILIP G. CLARK  
PIOTR M. MATUSIAK  
JESSICA E. MCNAMARA  
RYAN J. MURRAY  
ERIN H. WALZ  
MACKENZIE D. FLYNN

KATHRYN R. CHURCH  
MARYJO D. BANASIK  
CATHLEEN M. DOOLEY  
KELLY S. BOWMAN  
BRIAN D. BAAKI  
AUSTIN W. MUNROE

GORDON W. VANWIEREN, JR. (OF COUNSEL)  
LISA L. SWEM (OF COUNSEL)  
ROY H. HENLEY (OF COUNSEL)  
BRADFORD W. SPRINGER (OF COUNSEL)

September 30, 2025

**Re: PowerSchool Litigation**

Dear Retainer Client:

Schools nationwide are joining a lawsuit against PowerSchool and related defendants concerning the December 2024 PowerSchool data breach and PowerSchool’s alleged contract breaches, specifically MDL No. 3149 in the United States District Court for the Southern District of California (“Lawsuit”). According to Frantz Law Group, a California law firm representing schools in that litigation, PowerSchool hackers claim to possess data of 62.4 million students and 9.5 million teachers. That data includes names, addresses, phone numbers, emails, medical information, and social security numbers.

Frantz informed us that Michigan schools that used PowerSchool in December 2024, but that do not directly join the Lawsuit, are expected to be lumped into a class action, which has been defined as “all school districts in the United States who are PowerSchool users.” Meaning, such schools are likely to be impacted by the PowerSchool litigation regardless whether they take any action – they will either directly join the Lawsuit or receive notification about defaulting into a class action settlement.

The class action notification is likely to contain a narrow window for a school to opt out of the class action settlement to preserve any potential claims against PowerSchool. A financial recovery for a school in the class action is also expected to be substantially lower than for a school that directly joins the Lawsuit. Joining the Lawsuit will exempt a school from being lumped into the class action.

The universe of schools impacted by the PowerSchool data breach is not yet known – it is likely that many schools have been impacted by the breach but do not know it yet. The Lawsuit alleges several claims, including negligence, breach of contract, fraudulent misrepresentation, and statutory violations.

In terms of a recovery for schools, Frantz is seeking past and future expenses related to the data breach (e.g., staff time and legal expenses), future expenses related to platform changes and data migration, reimbursement for amounts paid to PowerSchool, and – importantly – indemnity from PowerSchool for any future litigation against the school by a person impacted by the breach.

A school that used PowerSchool in December 2024 is eligible to join the Lawsuit even if it was not directly impacted by the PowerSchool data breach. Frantz informed us that the fee charged by PowerSchool for its services included data security costs, and hence schools overpaid for PowerSchool services when their data was not secured, regardless whether those security



PowerSchool Litigation  
September 30, 2025  
Page 2 of 2

deficiencies resulted in a data breach. A PowerSchool user not directly impacted by the data breach is also eligible for funds related to statutory data security violations.

Frantz will seek a court order restricting discovery to a questionnaire. Until that order is granted, however, schools in the Lawsuit will be required – with assistance from Frantz – to respond to written questions and document requests from the defendants. Frantz estimates that staff time for schools that join the Lawsuit will not exceed 10 hours. Frantz informed us that it does not expect that staff will be required to appear in court or to participate in depositions.

The terms for participating in the Lawsuit are detailed in the enclosed Attorney-Client Fee Contract, which has already been reviewed by our firm. Frantz will represent schools on a contingency fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 30% of any recovery. Thrun will receive a portion of Frantz's 30%. If there is a recovery, schools will also reimburse Frantz out of the recovery for costs incurred by Frantz during the Lawsuit, such as court filing costs and expert witness fees.

A recovery in the Lawsuit is not guaranteed. Thrun is not co-counsel in the Lawsuit – our role is limited to referring clients to Frantz.

To join the Lawsuit, your school needs to approve the enclosed resolution and contract. Areas highlighted in teal in those documents should be completed prior to signature.

Signed resolutions - and signed and initialed contracts - should be returned as soon as possible (but no later than December 31, 2025) to [pmatusiak@thrunlaw.com](mailto:pmatusiak@thrunlaw.com). If you would like more information about the litigation, please contact Piotr Matusiak at [pmatusiak@thrunlaw.com](mailto:pmatusiak@thrunlaw.com) or call (517) 374-8824.

**Thrun Law Firm, P.C.**

*This client communication is intended to provide helpful information on school law topics and is not intended as legal advice or opinion for specific facts, matters, situations, or issues. Legal counsel should be consulted about the application of this information to a specific circumstance or situation.*

**POWERSCHOOL LITIGATION RESOLUTION**

A [regular or special] meeting of the [Name of School District, Intermediate School District, or Public School Academy] (“School”) [Board of Education or Board of Directors] (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. Schools nationwide are joining a nationwide lawsuit against PowerSchool Holdings, Inc., Powerschool Group, LLC, and related defendants concerning the December 2024 PowerSchool data breach, specifically MDL No. 3149 in the United States District Court for the Southern District of California (“Lawsuit”).
2. Schools 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 School to Frantz for the Lawsuit.
4. 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.
5. The Board believes it is in the School’s best interests to authorize and direct [Insert Position, such as Superintendent] or designee to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages for the School in the Lawsuit, subject to review by the School’s legal counsel.

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

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

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

Ayes:

Nays:

Absent:

Motion Passed:

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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, or Public School Academy], 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 Powerschool litigation, specifically MDL No. 3149 in the United States District Court for the Southern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client

will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of 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 percent (30%) 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 percent (30%) 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: [REDACTED], 202 [REDACTED]

Signature: [REDACTED]

Print Name: [REDACTED]

Client Name: [REDACTED]

Position of Signatory: [REDACTED]

TO: Board of Education  
FROM: Ben Bandfield  
DATE: October 20, 2025  
SUBJECT: PowerSchool Litigation Resolution

**RECOMMENDED BOARD ACTION:**

**"RESOLVED, that the Lawton Community Schools Board of Education approves joining the PowerSchool Lawsuit on the terms specified in the Attorney-Client Fee Contract as presented."**



### Committee Report Form

**Committee:** Facilities, Athletics, Student Activities

**Date of Meeting:** 10.8.25 @ 5:30

**Committee Members attending:** Cronenwett, Riggs, Smith

**Administrator(s) attending:** Bandfield, Richter (Partial)

**Type of committee report:**

|   |                           |
|---|---------------------------|
| X | Reporting/updating        |
|   | Recommending board action |

**Brief background of committee issues/area reporting:**

The committee met on Wednesday Oct 8th to discuss a few items

- 3 Meetings with student athletes regarding athletic code violations as required in our Athletic Code of Conduct
- MS Boys Basketball Numbers and Coaching positions
  - 15 - 8th, 27-7th signed up. Coaches and Administrators are still working on how best to approach the number. Committee is supportive of filling 4 coaching positions as has been approved by the BOE, regardless of where coaches fall in grade levels.
- Quote for potential Fencing around the playground
  - In consideration phase. Committee is supportive to proceed finding a fencing solution for where the building was removed.
- Quote for Sandblasting the HS Gym
  - A cost was approved for scraping and painting the HS Gym but the committee wanted to explore the option of sandblasting. The quote came back too expensive so the committee is exploring other options to improve the area.

**CHAIR DOES NOT NEED TO READ THE FOLLOWING BOARD ACTIONS AS THEY WILL BE RESOLUTIONS AFTER THE COMMITTEE REPORT**