

Kaleva Norman Dickson School District
Monday, November 8, 2021 7:00 PM Eastern

Brethren Media Center
4400 North Highbridge Road
Brethren, Michigan 49619

1. **Call To Order - President, Karen McIntire**
2. **Routine Business**
 - 2.A. Pledge of Allegiance
 - 2.B. Adoption of Agenda
 - 2.C. Consent Calendar Items - B, C & D
3. **Items from the Audience**
4. **Correspondence/Communication**
5. **Board Reports**
6. 2020/2021 Audit Presentation - Kris Mauntler
7. Principal's Report
8. **Superintendent's Report**
 - 8.A. Personnel

***KALEVA NORMAN DICKSON SCHOOL DISTRICT
BOARD OF EDUCATION***

We have the following personnel items for tonight's meeting:

Hire:

Tracy Holfacker - Robotics Coach

Dillion Miller - MS Boys Basketball Coach

Rich Mobley - JV Boys Basketball Coach

Maggie Patterson - Covid Recovery Teacher

Samantha Valinski - Elementary Girls Basketball Coach

Melissa Wardie - Elementary Girls Basketball Coach

8.B. Mask Extension

8.C. Juul Labs, Inc. Litigation



THRUN

LAW FIRM, P.C.

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

September 1, 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 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.



Juul Litigation
Page 2 of 2

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 December 1, 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.

**KALEVA NORMAN DICKSON SCHOOL DISTRICT
BOARD OF EDUCATION RESOLUTION**

A regular meeting of the Kaleva Norman Dickson School District (“School”) Board of Education (the “Board”) was held on the 8th day of November, 2021 at the following time: 7:00 PM.

The meeting was called to order by _____, President

Present:

Absent:

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

WHEREAS:

1. In 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 Superintendent 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 Superintendent 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 November 8, 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: _____, 202__

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between Kaleva Norman Dickson School District, whose address is 4400 N. Highbridge Road, Brethren, Michigan 49619 (“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 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 not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
5. **FEES.** Client will pay attorneys’ fees to Attorneys of twenty five percent (25%) of any

monetary settlement or recovery that Attorneys obtain for Client 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: _____

8.D. ESSER III Funds
8.E.NEOLA - First Read

Book	Policy Manual
Section	Policies for Board 36-1
Title	Vol. 36, No. 1 - September 2021 - OVERVIEW
Code	1 - OVERVIEW
Status	



POLICY UPDATE SERVICE

PROVIDED BY NEOLA, INC.

Local Policy Update

VOLUME 36 NUMBER 1

SEPTEMBER 2021

MASB Policy Services Provided by Neola

Effective policies are at the core of successful school district governance. Maintaining policies that reflect both local oversight and ever-changing state and federal laws is an enormous task. School board members can rely on the MASB-Neola Partnership to keep their policy manuals up-to-date. Under this partnership, Neola provides comprehensive policy services for MASB members on behalf of MASB. Working together, MASB and Neola produce uniform school policies and guidelines to better serve all Michigan school districts.

Policy Development and Updating

Neola, with assistance from MASB if and when needed, will work with the board, administrators and committee(s) to develop a comprehensive policy manual that suits your district's needs. Each manual is based on templates that have been thoughtfully prepared, then vetted by Neola's outside counsel and MASB's legal counsel. These templates are customized to the district's unique circumstances through choices made by the board and administrative team. The bylaws, policies and administrative rules/regulations are a unique collection assembled by educators and attorneys. The end result will be a policy manual that's in line with law and court decisions containing legal citations, footnoted reference material, and will be searchable by keyword or phrase.

OVERVIEW AND COMMENTS

All production related materials and questions should be directed to the Coshocton Office at 632 Main Street, Coshocton, Ohio 43812 (phone 800-407-5815, fax 740-622-2557). Billing questions should be directed to the Stow Office at 3914 Clock Pointe Trail, Suite 103, Stow, Ohio 44224 (phone 330-926-0514, fax 330-926-0525).

Please do not retype Neola materials before returning them for processing. We prefer to have the original materials returned after you have marked them indicating which changes and additions you choose to have/not have for your District. If a District chooses not to adopt a policy or an administrative guideline, the District is still obligated to follow applicable Federal and State laws relating to that section.

The proposed new, revised, and replacement policies, administrative guidelines and forms included in this update have been thoughtfully prepared and reviewed by Neola's legal counsel for statutory compliance. If you make changes, or substitute in its entirety policies or other materials of your own drafting, those materials should be reviewed by your legal counsel to verify compliance. Neola does not review district-specific edits to update materials or District-specific policies for statutory compliance.

If a policy or guideline is marked as a revision, the changes have been marked in bold (to add material) and crossed out (to delete material). As you review a revised policy or guideline, you may choose to accept one, many or all of the changes provided. If a policy or guideline is marked as a replacement, that means there have been enough changes made that justify a complete, clean replacement copy. As you review a replacement policy or guideline, you should also check the materials you have in your current policy or guideline to see if there is some specific wording you want included in the replacement policy. If so, any wording from the current policy should be added using "Track Changes" or the editing tools in the BoardDocs platform in the replacement policy or guideline before returning it electronically to the Coshocton office for processing.

If the District alters language and adds it to a policy template or deletes content that is not marked as a choice in the policy template, then these actions will constitute District-specific edits.

Policies that are to be deleted from the policy manual require Board action to rescind the policy.

As the Update "season" gets underway, Neola offers some suggestions for accessing the comprehensive policy services through your Neola Associate. While "in-person" consultation sessions are the preferred method for Neola Update "visits", the means by which you and your Neola associate accomplish this review should be mutually determined based on availability and level of comfort with the consultation process. Overall, health and safety are the primary concerns. Your Neola associate will be in contact with you soon to discuss these options with you and to schedule an appointment to review this update and ensure you are current on this and previous updates. Please consider the following options:

1. Schedule an appointment date/time to review the update materials during an in-person conference,
2. Schedule/reschedule update or drafting visits for a later time,
3. Schedule an appointment date/time to review the update materials via virtual meeting, such as Google Meeting or other electronic options, or
4. Schedule an appointment date/time to review the update materials in a telephone conference.

If you are not an administrative guidelines client, you did not receive those materials in this packet. Contact your Associate for more information about becoming an administrative guidelines client.

Processing Update Materials

If you will be making changes to these Update documents electronically, use "Track Changes" or editing tool in the BoardDocs platform to mark the Neola materials indicating which of the proposed revisions and additions you choose to include or not include for your District, or to make additional edits, before returning them electronically for processing. Be sure to leave the "track changes" and marked up version as the one you submit to the production office in Coshocton, Ohio.

District-Specific Material

If the District chooses, during any step of the Update process, to incorporate District-specific material into a new policy or guideline that has been proposed or to insert District-specific material into a current policy or guideline for which revisions have been proposed in an update issued by Neola, then the District agrees to hold Neola harmless for those District-specific edits and acknowledges that Neola's warranty for legal challenges to that District-specific language in that policy or guideline will not be in effect. In addition, Neola retains ownership of the text from the original policy template that remains in a policy to which District-specific material has been added. District-specific materials include the following:

- A. Materials from the District's existing materials that the District requests be incorporated during the drafting process;
- B. New materials that the District develops in their entirety and exclusive of Neola; and
- C. Revisions or deletions that substantively depart from Neola's templates.

Further, Neola does not recommend the use or incorporation of District-specific materials. Neola will, at the request of the District, incorporate District-specific materials into the licensed materials, with the implicit understanding that the District bears all risks associated with the District's decision to request that such District-specific materials be incorporated. Neola reserves the right to, but is not obligated to, advise the District to seek its own legal review of District-specific materials.

Notice Regarding Legal Accuracy

Neola is vigilant in providing policy language to clients that has been vetted for legal accuracy by outside legal counsel. Should questions arise as to the legal compliance or accuracy of Neola materials, it is our expectation that Neola's counsel would have the opportunity to assist in the resolution of such a claim. Please notify the Neola corporate office if an issue arises in which such a review or assistance is necessary.

Policies in this update have been reviewed by Varnum, LLP (Grand Rapids, MI) for consistency with Federal and State law.

Emergency Resolutions 2020-2021

In April 2020 Neola provided sample resolutions to allow Boards to delegate powers and discretion to Superintendents to comply with existing Executive Orders and state and local health and safety mandates related to COVID 19. Currently there are no Executive Orders relating to COVID 19 in effect and health issues are generally being handled on a local level. For that reason the prior sample resolutions are not appropriate to address any district specific local issues, existing or prospective, and Neola recommends that districts do not reutilize the sample resolutions provided for 2020-2021 for the 2021-2022 school year.

LEGAL ALERTS

Included with this update are several legal alerts and other resource materials. These include:

- 3 - Legal Alert: Diversity, Equity, and Inclusion in Public Schools
- 4 - Legal Alert: Update on Title IX Implementation and Enforcement Under the Biden Administration
- 5 - Legal Alert: [Federal court vacates Title IX provision that prohibits a decision-maker from relying on statements that are not subject to cross-examination during a hearing](#)
- 6 - Legal Alert Regarding School Goals Requirements
- 7 - Legal Alert: U.S. Supreme Court Addresses Student Off-Campus Speech
- 8 - Legal Alert: Sixth Circuit Addresses Public Participation at Board Meetings
- 9 - Toolkit for Review and Adoption of Replacement Policy 5722 - School-Sponsored Student Publications and Productions

BYLAWS AND POLICIES

Bylaw 0100 - Definitions (Revised)

The definition of "Voting" has been revised to reflect the change in statute regarding allowable exceptions to "in person" voting at meetings of the Board. After December 31, 2021 only the military duty exception remains. The Board chair should only approve a request that complies with the law.

This revision should be adopted to maintain accurate policies.

Bylaw 0167.3 - Public Participation at Board Meetings (Revised)

Revisions to this bylaw are in line with the recent decision of the U.S. District Court for the 6th Circuit. Some of the optional language has been deleted, so as to remove the authority of the presiding officer at board meetings where public participation is permitted to regulate speakers on the basis of comments that are "abusive," "frivolous," and/or "harassing." These measures are intended to prevent districts from engaging in viewpoint discrimination for remarks that are oppositional in nature, perceived as hostile to the direction of the board and/or merely offensive. In addition, options (which were deemed acceptable regulations by the Court) have been added for preregistration, including prohibiting individuals from signing up to speak for others. Finally, there are options for districts who livestream meetings to determine whether or not they will facilitate public participation remotely.

These revisions and options should be considered for adoption.

Policy 3120 - Employment of Professional Staff (Revised)

<https://go.boarddocs.com/mi/kndsdl/Board.nsf/Private?open&login#>

This policy has been revised to reflect recent changes in certification/licensure statutes and regulations. Outdated "highly qualified" language has been deleted.

Revisions to this policy should be adopted in order to maintain accurate policies.

Policy 5722 – School-Sponsored Publications and Productions (Replacement)

This replacement policy is proposed because of the wide variety of school-sponsored student media that are present in schools today and due to the many technological advances that have occurred.

The policy, as before, provides several options available to the Board regarding the type of forum that will be provided and what level of review and regulation will occur. The language in the policy has been modified to encompass the newer online electronic forms of school-sponsored student media. The policy provides four options to consider for the classification and regulation of such publications and production.

A toolkit has been provided to assist district staff in their review of the replacement policy and revisions to the administrative guideline.

The recommendations made in this policy should be carefully considered when addressing the evolving student media environment and language should be adopted that best fits the district's needs.

Policy 6114 - Cost Principles - Spending Federal Funds (Revised)

This policy has been revised to provide greater detail in allowability guidance for districts regarding expenditure of federal funds. There has been a significant increase in funding through for school districts through the third pandemic stimulus bill dubbed the American Rescue Plan, providing \$122 billion in Elementary and Secondary School Emergency Relief (or ESSER III) funds. While the policy has accurately referenced definitions and restrictions cited in various sections of 2 C.F.R. 200, greater specificity has been requested by program reviewers and auditors.

Revisions to this policy should be adopted in order to maintain accurate policies.

Policy 6152 - Student Fees, Fines, and Supplies

This policy has been revised to provide the authorization to allow for online payment of fees, fines, and charges.

This revision is recommended for adoption if online payment is allowed.

Policy 7450 - Property Inventory (Revised)

A drafting note has been added to this policy noting the federal threshold of \$5,000 for differentiating between supplies/materials and a capital expenditure for equipment purchase. See the note on Policy 6114 - Cost Principles - Spending Federal Funds.

This policy may need to be revised if the district's current policy uses an equipment/inventory threshold higher than \$5,000.

Policy 8310 - Public Records (Revised)

Policy 8320 Personnel Files (Revised)

These policies have been revised to comply with the obligation not to disclose the address of a student or an employee who provides the District with notice that they have received a participation card issued by the attorney general under the address confidentiality program act.

These revisions should be adopted in order to remain compliant with Michigan law.

Policy 8330 - Student Records (Revised)

This policy has been revised to reflect the change in federal rule (2021 Solomon Amendment: Subtitle C—General Service Authorities and Correction of Military Records SEC. 521). If the district issues student email addresses, it must release such email addresses to military recruiters as part of directory information, as requested, unless prohibited by student or parent request in writing.

This revision should be adopted in order to maintain accurate policies.

ADMINISTRATIVE GUIDELINES

AG 1630.01/3430.01/4430.01 - FMLA Leave (Revised)

These AGs have been revised to include additional language from the federal regulation regarding optional benefit coverages during periods of unpaid leave, costs associated with medical certification, and periodic status reports. While there has been no change in the Family Medical Leave Act (FMLA), the U.S. Department of Labor (DOL) has issued new forms for use in administering the Act. Those forms can be accessed at: [FMLA: Forms | U.S. Department of Labor \(dol.gov\)](#)

AG 3131 - Staff Reductions/Recalls (NEW)

This new guideline provides details, procedures, and definitions related to the Teachers' Tenure Act, specifically regarding staff reduction and recall.

AG 5460 - Graduation Requirements (Revised)

The guideline was revised to delete phase-in language and to include graduation requirement options.

AG 5722 – School-Sponsored Publications and Productions (Revised)

See note on Policy 5722.

AG 6423 - Use of Credit/Debit Cards (Revised)

AG 6424 - Purchasing Cards (NEW)

AG 7450 - Inventory Procedure (Revised)

See note on Policy 7450 and Policy 6114.

AG 8310A - Public Records (Revised)
AG 8310D - Transmission of Records and Other Communications (Revised)
AG 8320- Personnel Records (Revised)

See note on Policy 8310/8320.

AG 8330 - Student Records (Revised)

See note on Policy 8330.

AG 8330 - Student Records (Revised)

See note on Policy 8330.

COMMENTS

Reviewing Board Minutes

A feature of your subscription to the Update Service is the review of your District's Board minutes to identify actions that result in new policy or revision to existing policy. If such action has been taken and copies of the related materials have not been submitted to the Coshocton Office, the District will be contacted and additional information regarding the action will be requested. Please take advantage of this valuable service by sending copies of your Board minutes to the Coshocton Office for review.

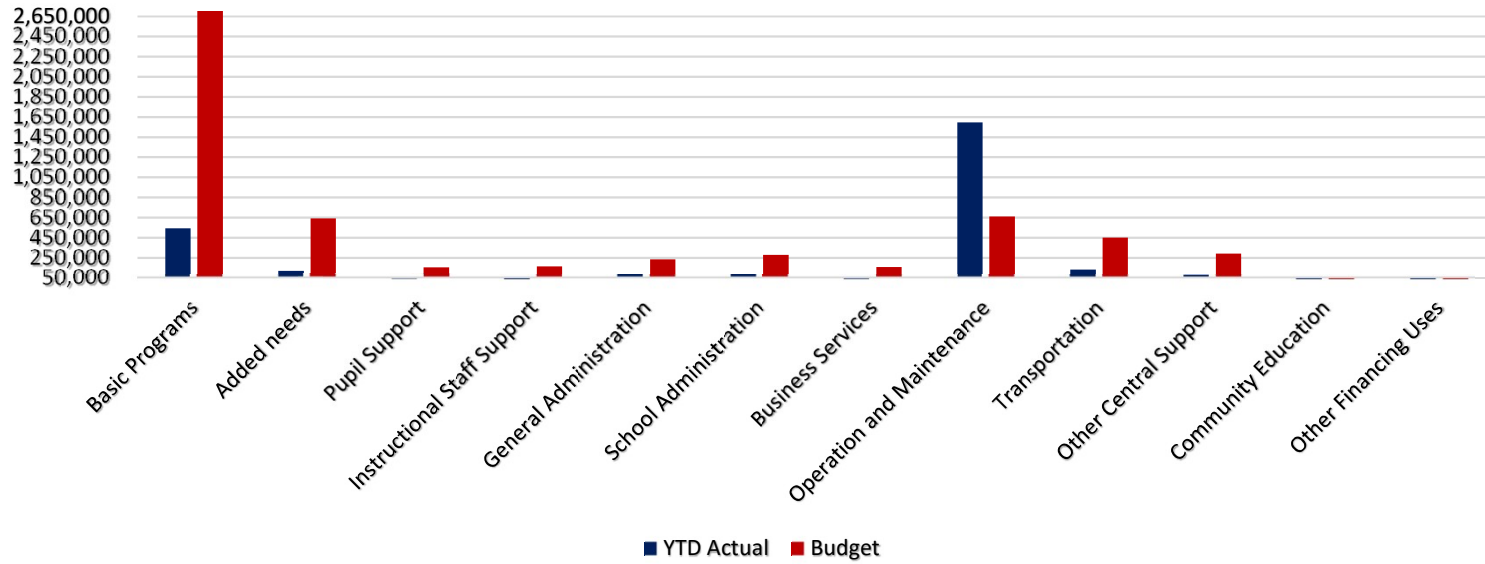
8.F. Sculpture Update

8.G. Kaleva Elementary Sale - Update

8.H. Northern Michigan Schools Legislative Association

9. **Treasurer's Report**

Kaleva Norman Dickson Year to Date Expenditures Compared to Budget October 2021



KALEVA NORMAN DICKSON SCHOOL DISTRICT SUMMARY OF BUDGET REVENUE AND EXPENDITURES

	Opening Budget	Actual as of 10/31/2021	Balance Remaining	% of Budget Used	% of Budget Remaining	
Revenues:						
Local	2,507,246	16,782	2,490,464	0.67%	99.33%	timing issue
State	2,622,126	527,343	2,094,783	20.11%	79.89%	
Federal	514,030	869,191	(355,161)	169.09%	-69.09%	will amend for ESSER \$\$
Incoming Transfers/Other	53,000	4,463	48,537	8.42%	91.58%	timing issue
Total Revenues	5,696,402	1,417,779	4,278,623			
Expenditures:						
Instructional Services						
Basic Programs	2,820,760	542,400	2,278,360	19.23%	80.77%	
Added Needs	638,861	119,360	519,501	18.68%	81.32%	
Support Services						
Pupil Support	152,351	34,536	117,815	22.67%	77.33%	
Instructional Staff Support	161,843	27,712	134,131	17.12%	82.88%	
General Administration	233,834	82,961	150,873	35.48%	64.52%	
School Administration	277,250	84,914	192,336	30.63%	69.37%	
Business Services	156,810	33,533	123,278	21.38%	78.62%	
Operation and Maintenance	660,435	1,593,752	(933,317)	241.32%	-141.32%	will amend budget for ESSER \$\$
Transportation	450,411	131,046	319,365	29.09%	70.91%	
Other Central Support	289,301	78,231	211,070	27.04%	72.96%	
Community Education	1,050	-	1,050	0.00%	100.00%	timing issue
Other Financing Uses	26,420	-	26,420	0.00%	100.00%	timing issue
Total Expenditures	5,869,326	2,728,445	3,140,881	46.49%	53.51%	
Excess Revenue/Expenditures	(172,924)	(1,310,667)	1,137,743			

**Treasurer's Report
October-21**

October Payrolls

10/8/2021	
Direct Deposit	\$93,843.40
FIT/FICA	<u>20,146.84</u>
	\$113,990.24

10/22/2021	
Direct Deposit	\$80,190.78
FIT/FICA	<u>17,118.56</u>
	\$97,309.34

..... "moved _____, support _____, to
approve the below listed checks and amounts, as presented."

Kaleva Norman Dickson School District	November 8, 2021
--	-------------------------

Check Number	Date Paid	Amount Paid	Vender - Payee	Check Description
EFT	10/22/2021	43,396.18	MPSERS	TDP - W/H #1
EFT	10/8/2021	590.00	Health Equity, Inc	Health Equity ***HSA***
EFT	10/8/2021	590.00	Health Equity, Inc	Health Equity ***HSA***
EFT	10/8/2021	42,611.06	MPSERS	TDP - W/H #1
EFT	10/12/2021	7,979.06	State Of Mich	Payroll - State Tax Payable
EFT	10/12/2021	4.13	State Of Mich	Adult Meals Sales Tax
25006	10/4/2021	92.00	Michigan School Band & Orchestra Ass	BMS Solo & Ensemble Fees
25007	10/4/2021	121.29	Pamela S Papenfuss	Reimburse Expense For Classroom Supplies
25008	10/12/2021	712.20	Art's Auto & Truck Parts	Bus Repair Parts
25009	10/12/2021	387.69	Auto Wares Group of Companies	Building And Grounds Supplies
25010	10/12/2021	11,112.50	Bank Of New York Mellon Trust Company	Principal And Interest on Bonds
25011	10/12/2021	100.62	Amanda Brown	Classroom Supplies
25012	10/12/2021	62.43	Christine Dancz	Reimburse For Class Supplies
25013	10/12/2021	355.24	Decker Equipment	B&G Supplies
25014	10/12/2021	10,000.00	Dennis, Gartland & Niergarth	Audit Services 2021
25015	10/12/2021	1,159.55	Ellens Equipment Inc	B & G Supplies
25016	10/12/2021	95.00	Phyllis Ferguson	DOT Physical
25017	10/12/2021	100.00	Ian Flaherty	Clothing Allowance
25018	10/12/2021	15,571.81	Gordon Food Service	Food Purchase
25019	10/12/2021	2,306.60	Griz's Sealing, Striping & Excavating	Contracted Services-Topsoil
25020	10/12/2021	3,575.47	HPS	Milk Cooler
25021	10/12/2021	40,800.00	Huntington National Bank	2019 Bond Interest Payment
25022	10/12/2021	488.81	Jackpine Business Center	Office Supplies
25023	10/12/2021	1,347.95	Kaleva Telephone Co	Telephone Fiber Link-Up
25024	10/12/2021	257.46	Kimball Midwest	Bus Parts
25025	10/12/2021	689.60	Krolczyk Electric	Contracted Services
25026	10/12/2021	411,066.00	Lakeshore Construction Group, LLC	School Renovation-HVAC Work
25027	10/12/2021	178.40	Krystal Magee	Classroom Supplies
25028	10/12/2021	425.00	Micro Service Inc.	Tank Pumping
25029	10/12/2021	115.15	National School Forms	Bus Garage Forms
25030	10/12/2021	2,233.46	PNC Bank	Credit Card Charges Thru 9/17/21
25031	10/12/2021	470.78	Radio North LLC	Bus Radio Repair
25032	10/12/2021	967.73	Republic Servies #239	Garbage Service
25033	10/12/2021	460.00	S & L Turfcare L.L.C.	Fertilizing
25034	10/12/2021	177.66	Safety-Kleen	Bus Supplies
25035	10/12/2021	25.10	Secrest, Wardle, Lynch, Hampton, Et Al.	Legal Services
25036	10/12/2021	1,780.00	SEG Workers' Compensation Fund	Audited Premium Statement 2020-21
25037	10/12/2021	5,117.00	SEHI Computer Products Inc.	65In Interactive Display
25038	10/12/2021	277.96	Somsel Lumber Co	B & G Supplies
25039	10/12/2021	306.42	Sports Addix LLC	Softball Clothing
25040	10/12/2021	936.25	Story Roofing Company, Inc	Contracted Services
25041	10/12/2021	111.97	Thirlby Automotive	Bus Repair Parts
25042	10/12/2021	836.00	Thrun Law Firm PC	Legal Fees
25043	10/12/2021	7,780.00	Trafera	Dell Chromebook

Kaleva Norman Dickson School District

November 8, 2021

Check Number	Date Paid	Amount Paid	Vender - Payee	Check Description
25044	10/12/2021	99.62	Verizon Wireless	Cell Phone Acct#783735923-00001
25045	10/12/2021	2,477.44	X-Cel Chemical Specialties North LLC	Custodial Supplies
25046	10/12/2021	106.96	Xerox Corporation	SER. #EX9-293755
25047	10/15/2021	198.32	ABC Fastener Group	Bus Repair Parts
25048	10/15/2021	142.03	Amazon Capital Services	Paper Shredder
25049	10/15/2021	2,375.00	CDW Government Inc	Chrometools License
25050	10/15/2021	547.09	Cherry Capital Foods, LLC	Produce
25051	10/15/2021	174.76	CINTAS Corporation #729	Trans - Mats & Gloves
25052	10/15/2021	79.50	Grand Rental Station	Compactor
25053	10/15/2021	1,508.30	Hoekstra Transportation Inc	Bus Repair Parts
25054	10/15/2021	58,705.33	HPS	Sink; Dish Washer; Sewer Line
25055	10/15/2021	6,650.00	IXL Learning	2021-22 License
25056	10/15/2021	1,471.60	Krolczyk Electric	Contracted Services
25057	10/15/2021	1,478.50	Manistee County Transportation	Contracted Transportation Aug & Sept 21
25058	10/15/2021	619.00	MASB	Conference
25059	10/15/2021	45,292.75	MESSA	Ins Prem Nov 21
25060	10/15/2021	185.77	Norman Township	Cardboard Trailer Main. 3rd Quarter 2021
25061	10/15/2021	294.47	The Pioneer Group	Advertising - Acct # 41102855
25062	10/15/2021	2,216.56	Prairie Farms Dairy	Milk Order Acct # 21423
25063	10/15/2021	110.72	9PE-Praxair Distribution Inc	Bus Repair Parts
25064	10/15/2021	471.36	Sports Addix LLC	Football Clothing
25065	10/15/2021	6,934.37	Superior Energy Co	Utilities
25066	10/15/2021	223.11	Erin L Swiatlowski	SpEd Teaching Supplies
25067	10/15/2021	616.61	Unity School Bus Parts	Bus Repair Parts
25068	10/15/2021	460.00	University of Oregon	SWIS License
25069	10/15/2021	1,110.86	Xerox Corporation	SER. #A2M-737495; SER. #A2M-737565; SER.
25070	10/22/2021	4,376.72	Blarney Castle Oil Co	Bus Fuel
25071	10/22/2021	7,023.71	Consumers Energy	Utilities
25072	10/29/2021	70.98	Alissa Aparicio	Supplies
25073	10/29/2021	844.29	BSN Sports LLC	Boys Basketball Supplies; Softball Supplies
25074	10/29/2021	630.00	CDW Government Inc	CyberPower Battery
25075	10/29/2021	10,000.00	Centra Wellness Network	2021/22 Safenet Bridges Program
25076	10/29/2021	181.96	Consumers Energy	Utilities
25077	10/29/2021	126.00	Dickson School Cultural Center	Recycling Trailer
25078	10/29/2021	10,885.92	Gordon Food Service	Food Purchase
25079	10/29/2021	41,754.96	HPS	Ovens; Installation Of Equipment
25080	10/29/2021	3,435.16	Manistee Intermediate School District	Illuminate Software License
25081	10/29/2021	82.55	Michelle Miller	Supplies
25082	10/29/2021	1,038.39	Amanda S Mobley	Classroom Supplies
25083	10/29/2021	8,037.75	Modernistic	Air Duct Cleaning
25084	10/29/2021	140.00	Munson Home Services	Services
25085	10/29/2021	200.51	Peabody, Rachael	Reimburse 10.20.21
25086	10/29/2021	400.00	Purchase Power	Postage Meter Refill (2)
25087	10/29/2021	700.01	Brenna Richardson	Mileage Reimbursement; Instruments
25088	10/29/2021	38.56	School Specialty	School Supplies
25089	10/29/2021	603.11	State of MI - Dept of Environ Quality	Public Water Fee
25090	10/29/2021	257.67	Jakob Veith	TI-84 Calculators; Hotel
25091	10/29/2021	105.45	Melissa Wardie	Supplies
25092	10/29/2021	844.46	Verizon Wireless	Acct # 842369295-00003
		844,099.72		

General Fund - 11	621,564.21
Food Service Fund - 25	151,843.94
Debt Fund - 32	11,112.50
Debt Fund - 34	40,800.00
Capital Projects Fund - 42	2,306.60
Capital Projects Fund - 43	16,472.47
	844,099.72

Fund 11 - General Fund	1,000.00	Local Property Taxes
	14,406.07	Local Miscellaneous Revenue
	0.00	Intermediate Source Revenue
	0.00	State Source Revenue
	0.00	Federal Source Revenue
	<u>2,874.91</u>	Transfers in
	18,280.98	
Fund 25 - KND FSF	44,542.22	
Fund 31 - Debt Return	0.00	
Fund 42 - Building & Site	127,779.00	Building Sale

10. Minutes

**Kaleva Norman Dickson School District
Board of Education Meeting
Brethren Media Center
October 11, 2021
7:00 PM**

Members Present: President, Karen McIntire; Vice President, Jessica Ward; Treasurer, Ashley Gutowski; Trustees, Arthur Fraly and Eric Schmidt.

Members Absent: Secretary, Kathleen Fairbanks and Trustee, Josh Morrison

CALL TO ORDER

Board President Karen McIntire called the meeting to order at 7:00 PM in the Brethren Media Center.

AGENDA

The agenda was adopted as amended taking the Sculpture Project off the Superintendent's Report and adding it to the Board Reports.

AUDIENCE PARTICIPATION

Julie Riggs is asking the Board to investigate the cost of a home baseball field (on school grounds).

Rebecca Adams relayed her concerns about what discipline/consequences are in place for bullying and sexual harassment.

CORRESPONDENCE

None

BOARD REPORTS

Cheryl Smith presented the Principal's Report.

Amanda Mobley introduced the new teachers.

Joy Smith discussed the James Earl Jones Sculpture Project and the draft contract language.

SUPERINTENDENT'S REPORT

- A. Snowplow Bids
- B. Bank Account Signatures
- C. Potential Extension of Masks
- D. Bond Update & Bus Purchase
- E. KNDEA Letter of Agreement
- F. Student Count Update
- G. NMSLA Update

BUSINESS ITEMS FOR ACTION

Moved by Ward, supported by Gutowski, that the Consent Calendar Items B & C be approved as presented; carried 5-0.

Moved by Ward, supported by Gutowski, to approve the checks and amounts as presented; carried 5-0.

Moved by Ward, supported by Gutowski, that the minutes of the regular business meeting held September 13, 2021 be approved as presented; carried 5-0.

Moved by Ward, supported by Gutowski, that the minutes of the special business meeting held September 26, 2021 be approved as presented; carried 5-0.

Moved by Fraly, supported by Schmidt, to approve the snowplow bid from Anthony's Outdoor Services, LLC., as recommended; carried 5-0.

Moved by Gutowski, supported by Fraly, to open a membership account with Filer Credit Union adding Jakob Veith, Kristina Mauntler and Danielle Kurtz to the account; carried 5-0.

Moved by Gutowski, supported by Fraly, to open a VISA credit card with a \$10,000 limit with Jakob Veith and Kristina Mauntler as authorized users and issuing cards to Jakob Veith, Cheryl Smith, Tim Klenow and Robin Ludwig; carried 5-0.

Moved by Fraly, supported by Gutowski, to require students, staff and visitors, regardless of vaccination status, wear a face mask when within six (6) feet of an individual when inside the building. This mandate will remain in effect until the end of the day on November 8, 2021; carried 4-1 (*Ward*)

Moved by Schmidt, supported by Fraly, to approve the purchase of two (2) busses from Hoekstra at an amount not to exceed \$220,000 as presented; carried 5-0.

CLOSED SESSION

Moved by Gutowski, supported by Fraly, to move into closed session at 7:56 PM for the purpose of discussing negotiations; carried 5-0.

Moved by Fraly, supported by Ward, to reconvene to open session at 8:07 PM; carried 5-0.

LETTER OF AGREEMENT - KNDEA (Schedule B)

Moved by Ward, supported by Schmidt, to approve the Letter of Agreement between the Board of Education and the KNDEA adding Elementary Basketball and Blue Zoo Soccer to Schedule B of the Master Agreement; carried 4-0-1 (*Gutowski*)

ADJOURNMENT

Moved by Gutowski, supported by Schmidt, to adjourn at 8:25 PM with no objections.

11. Action Items

A. CONSENT CALENDAR ITEMS

Moved by _____, supported by _____,
that the Consent Calendar Items B, C & D be approved as presented/amended.

AYES _____ NAYS _____ MOTION _____

***B. TREASURER'S REPORT**

Moved by _____, supported by _____, to approve the checks
and amounts as presented.

AYES _____ NAYS _____ MOTION _____

***C. ADOPTION OF MINUTES – October 11, 2021**

Moved by _____, supported by _____,
that the minutes of the regular business meeting held October 11, 2021 be approved as
presented/amended.

AYES _____ NAYS _____ MOTION _____

***D. 2020/2021 AUDIT**

Moved by _____, supported by _____, to approve the 2020/2021
Audit as presented.

AYES _____ NAYS _____ MOTION _____

E. PERSONNEL

Moved by _____, supported by _____, to hire Tracy Holfacker,
robotics coach, as recommended.

AYES _____ NAYS _____ MOTION _____

Moved by _____, supported by _____, to hire Dillion Miller,
middle school boys basketball coach, as recommended.

AYES _____ NAYS _____ MOTION _____

Moved by _____, supported by _____, to hire Richard Mobley,
junior varsity boys basketball coach, as recommended.

AYES _____ NAYS _____ MOTION _____

Moved by _____, supported by _____, to hire Maggie Patterson, Covid recovery teacher, as recommended.

AYES _____ NAYS _____ MOTION _____

Moved by _____, supported by _____, to hire Samantha Valinski, elementary girls basketball coach, as recommended.

AYES _____ NAYS _____ MOTION _____

Moved by _____, supported by _____, to hire Melissa Wardie, elementary girls basketball coach, as recommended.

AYES _____ NAYS _____ MOTION _____

F. JUUL LABS, INC LITIGATION

Moved by _____, supported by _____, to approve the resolution to enter into an Attorney-Client Fee Contract with Franz Law Group, APLC (a California professional law corporation) to provide legal services in connection with pursuing claims in the JUUL(R) and Electronic Cigarette Litigation, (e-cigarette) Case No. 3:19-md-2913-WHO in United States District Court for the Northern District of California.

AYES _____ NAYS _____ MOTION _____

G. POTENTIAL MASK EXTENSION

Moved by _____, supported by _____, to require students, staff and visitors, regardless of vaccination status, wear a face mask when within six (6) feet of an individual when inside the building. This mandate will remain in effect until the end of the day on December 13, 2021.

AYES _____ NAYS _____ MOTION _____

OR

Moved by _____, supported by _____, to strongly recommend wearing masks and be mindful of protocols and preventative measures that are currently in place.

AYES _____ NAYS _____ MOTION _____

H. CLOSED SESSION

Moved by _____, supported by _____, to move into closed session at _____ PM for the purpose of the discussing the superintendent evaluation goals and characteristics.

AYES _____ NAYS _____ MOTION _____

Moved by _____, supported by _____, to reconvene to open session at _____ PM.

AYES _____ NAYS _____ MOTION _____

I. SUPERINTENDENT EVALUATION GOALS & CHARACTERISTICS

Moved by _____, supported by _____, to approve the School Advanced goals and characteristics for the Superintendent evaluation as recommended by the hiring committee.

AYES _____ NAYS _____ MOTION _____

J. ADJOURNMENT

Moved by _____, supported by _____, to adjourn at p.m. with no objections.

12. **Board Requests**

12.A. Closed Session

13. **Announcements**

13.A. Next Board Meeting - December 13, 2021

14. **Adjournment**