



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Items of Information
April 24, 2023 - 7:00 PM
Board Room
509 Burcham Drive
East Lansing, Michigan 48823



Agenda

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Respectfully Submitted,

***Dori Leyko
Superintendent***



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance & Operations

SUBJECT: Informational Item – Ingham Intermediate School District’s 2023-24 Proposed General Fund Budget

DATE: April 18, 2023

Background:

By June 1 of each year (per PA 234 of 2004) constituent districts of an intermediate school district (ISD) must take board action on the ISD’s proposed General Fund budget. Attached for your review is Ingham Intermediate School District’s (IISD) 2023-24 Proposed General Fund Budget.

An overview of proposed revenue and expenses are highlighted on page 6 and 7 respectively. The proposed budget projects ending fund balance of \$6,747,509 or 14.5% of total expenditures. This is an increase of \$182,014 in the projected ending fund balance for the year ending June 30, 2023.

The IISD Proposed General Fund Budget will be reviewed at the April 19, 2023 Finance Committee meeting. At the May 10, 2023 Board meeting it is anticipated that a resolution will be presented to support IISD’s 2023-24 Proposed General Fund Budget.



Ingham Intermediate
School District
A Regional Educational Service Agency

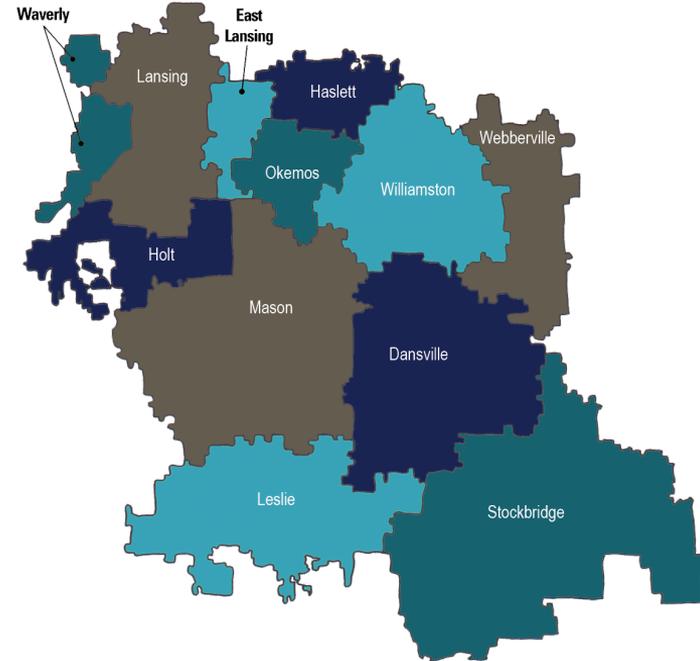
Ingham Intermediate School District ³ 2023-24 Proposed General Fund Budget



Ingham ISD General Fund Overview

Ingham Intermediate School District (ISD) is pleased to provide this information regarding our 2023-24 Proposed General Fund Budget. A wide variety of programs and services to support our constituent districts are encompassed within our General Fund Budget. Ingham ISD is focused on assisting districts in their efforts to increase student achievement by creating and supporting collaborative programs and services.

Ingham ISD operates three funds: General Education, Special Education and Career and Technical Education. [Public Act 234 of 2004](#) mandates local district boards of education adopt a resolution either in support or disapproval of Ingham ISD's General Fund Budget. The information in this report is designed to assist you as a board member in this process.



Ingham ISD General Fund Overview

We strive to provide programs and services toward fulfilling our mission which is to lead and serve for the achievement and success of all learners. Our budget resource allocations also support our vision that Ingham ISD, in partnership with all stakeholders, will foster the success of all learners.

Ingham ISD's General Fund Budget supports our mission and vision in many different ways. Our programs and services are provided in collaboration with districts and are focused on individual district needs. Our General Fund Budget totals approximately \$46.4 million in expenditures and encompasses:

- Early childhood initiatives to ensure school readiness
- Instructional programs
- Instructional supports to districts to improve student outcomes
- Collaborations with districts to maximize resources



General Fund 2023-24 Proposed Budget

The Ingham ISD General Fund Budget represents a diverse collection of instructional programs, support services and outgoing transfers which are supported by a set of equally diverse funding sources.

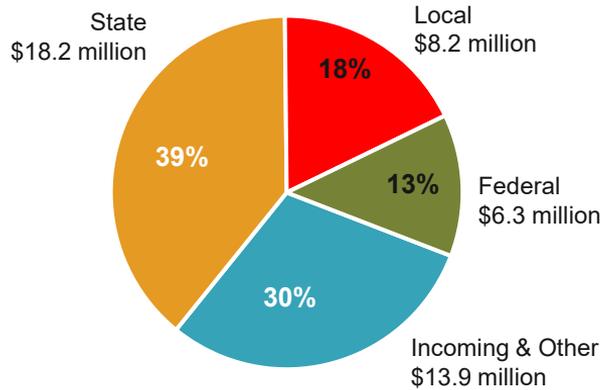
Budget Highlights

	2022-23 Revised	2023-24 Proposed	Increase/ (Decrease)
Revenue	47,501,197	46,571,801	(929,396)
Expense	47,119,264	46,389,787	(729,477)
Excess Revenue (Expense)	381,933	182,014	(199,919)
Beg Fund Balance	6,183,562	6,565,495	381,933
End Fund Balance	6,565,495	6,747,509	182,014

- The 2023-24 excess revenue of \$182,014 compares with 2022-23 revised budget excess revenue of \$381,933.
- The 2022-23 revised budget excess revenue was an improvement over the original budget excess revenue of \$357,929.
- The current year revised budget includes \$13.6 million of additional revenues and expenditures over the original budget related mainly to \$7.4 million of increased sub-calling system pass-through expenditures for local districts, \$2.8 million of renewed HRA grant funding and \$1.9 million of other additional grant funding.
- The General Fund Budget for both years includes recently expanded initiatives to directly support preschool education and school mental health services at the local district level.

General Fund Revenues & Expenses

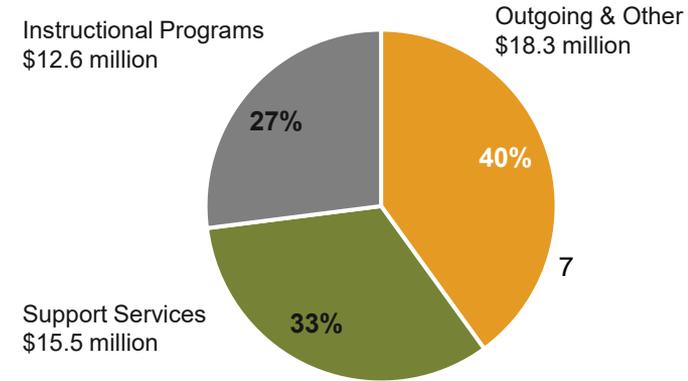
General Fund Revenue - \$46.6 million



Revenue Highlights

General Fund revenue sources include property taxes, state aid, fees for programs/services and grants. A significant portion of revenue is restricted for specific programs or grants and is not available for discretionary general appropriations. Examples include instructional programs such as Ingham Academy, early childhood programs and services and regional substitute consortium.

General Fund Expenses - \$46.4 million



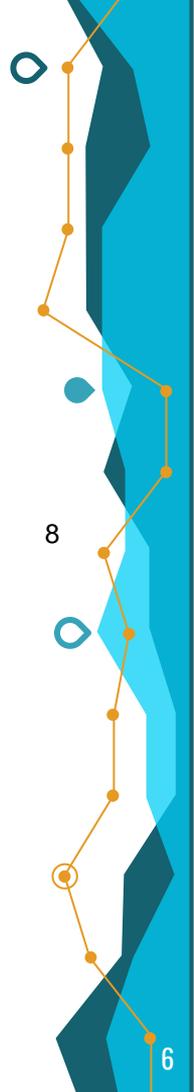
Expense Highlights

General Fund expenditures include a wide variety of programs and services described in the following pages. The majority of expenditures for this fund have specific and designated revenues. As these designated revenues increase or decrease, there is an offsetting change in the related expenditures.

General Fund 2023-24 Proposed Budget Overview

Revenues

- The primary unrestricted revenue sources for the General Fund are property taxes and state aid Section 81.
- Property taxes contribute \$2.2 million in revenue and are based on an estimated levy of 0.1994 mills.
- Budget assumptions include a 4.0 percent increase in property tax revenue net of a contingency for reduced taxable values, increased personal property tax delinquencies, and captures.
- State Aid Section 81 assumes no increase and is estimated at \$1.7 million.
- Revenues decreased overall mainly due to one-time State retirement pass-through in 2022-23 of approximately \$685,000.
- The Governor's budget is currently in the recommendation stage thus no new assumptions have been included in the 2023-24 Proposed budget.
- The revised budget for next year will likely see increases for mental health, early childhood and potentially section 81.
- Local and state revenue sources will be monitored for a potential downturn in the economy and other uncertainties next year.



General Fund 2023-24 Proposed Budget Overview - Continued

Expenses

- Several open and unfilled positions are budgeted to be filled at full-year levels.
- The General Fund includes an overall increase of five staffing positions, three of which will be fully funded by additional Regional Assistance Grant funds to support improvement of academic outcomes in schools newly identified by the Michigan School Index Accountability System within our service area.
- The other two new staffing positions will be covered by general operation funds in 2023-24.
 - An additional application support specialist is being added to build capacity and cross-training to support local districts with PowerSchool.
 - A new director of early college is being added to design and implement a re-envisioned early college model in our service area.
- The General Fund also includes an overall reduction of five staffing positions which were unfilled due to retirements and staff vacancies. There is no financial impact to operations or to existing staff associated with reduction of these five positions.
- Ingham ISD bargaining contracts are in effect through 2023-24 providing stability in estimating future year staffing costs.
- Statutory healthcare hard cap and retirement rates will be monitored for future year impact to the budget.

Programs and Services Supported by Ingham ISD's General Fund

Student Instructional Services (SIS)/Multi-Tiered System of Supports (MTSS)

\$4.6 million

Ingham ISD, in collaboration with our constituent districts, is committed to implementing the essential research and evidence-based practices of MTSS to increase achievement for all pre-K-12 students. Specifically, Ingham ISD supports stakeholders in the following ways:

Data Review

Ingham ISD provides training and facilitation for ongoing data reviews utilizing a problem-solving process at the grade, building and district level.

Michigan's Continuous Improvement Process (MICIP)

Ingham ISD provides professional learning and customized support to local districts in the implementation of a continuous improvement process and the use of the MICIP platform. Professional learning and support with the MiStrategy Bank are provided to internal Ingham ISD programs and local districts.

English Language Arts (ELA) Steering Committee

The ELA Steering Committee provides an opportunity for literacy educators in the service area to learn about and implement the essential evidence-based literacy practices within an MTSS framework. The emphasis of this work focuses on four core areas: collaboration, professional development, assessment/data and research-based practices (General Education Leadership Network (GELN) Essential Practices).

Early Warning Systems and Positive Behavioral Interventions & Supports (PBIS)

Ingham ISD supports the collection and analysis of K-12 early warning indicators. We support implementation of school-wide and classroom PBIS systems through training and technical support.

Survey of Enacted Curriculum

In collaboration with the University of Wisconsin, Ingham ISD provides training and support in the use of The Surveys of Enacted Curriculum (SEC) to assist district/school leadership and teachers in aligning instruction to the Common Core.

Programs and Services Supported by Ingham ISD's General Fund

Student Instructional Services (SIS) /Multi-Tiered System of Supports (MTSS) – Continued

Continuous Improvement and Accountability Index School Support

Technical assistance and support are provided to identified schools consistent with our MTSS framework for Michigan's required continuous school improvement model.

Literacy and Math Supports

Ingham ISD provides county-wide and customized support, pre-K-12, for evidence-based curriculum, assessment and instructional practices within the universal tier and for supplemental and intensive support. Ingham ISD provides in-district math and literacy coaching support that augments our professional learning opportunities as well as direct grant payments to districts which support literacy coaching. We support the GELN Literacy Essential School-wide and Instructional Practices through professional learning and coaching to build capacity and expertise in area schools.

Science, Technology, Engineering and Mathematics (STEM)

Ingham ISD provides training, support and technical assistance for implementing an integrated curriculum aligned with the Next Generation Science Standards as well as engineering design practices pre-K-12. Ingham ISD is supporting districts implementing recommended curriculum material aligned with the Next Generation Science Standards.

Leadership Learning Networks

Ingham Leadership Networks provide principal and central office support and learning for our constituent districts' administrators and leadership teams. It provides a networking opportunity for school-based leaders that combines updates from the state, problem solving, collaboration and leadership learning. In addition, collaborative networks are led by SIS staff for counselors, new teachers, instructional coaches and leaders of English learners.

School Mental Health Services

Ingham ISD supports local districts with professional learning on mental health and wellness. Mental health specialists provide mental health treatment and linkage to community services for students and families in need of mental health support through the 31n grant.

Programs and Services Supported by Ingham ISD's General Fund

Instructional Programs

\$13.4 million

Central Michigan Substitute System

Ingham ISD, along with Clinton County RESA, Eaton RESA and Shiawassee RESD, provides a regionalized substitute teacher system to identify and contract substitute teachers for participating districts. Ingham ISD provides coordination, contract administration and billing for districts.

Early College

The Early College at Lansing Community College (LCC) will be fully phased out at the end of the 2022-23 school year. Ingham ISD has committed to hiring a director in 2023-24 to embark on re-envisioning a new model of success moving forward to provide high school students an opportunity for early entry to a higher education environment by earning post-secondary credentials.

Ingham Academy

Ingham ISD partners with the Ingham County Board of Commissioners and the Circuit Court to provide an alternative day-school for adjudicated youth that provides educational and behavioral support. Ingham Academy is funded by state aid with the remaining cost billed to the Circuit Court.

Programs and Services Supported by Ingham ISD's General Fund

Early Childhood Programs

\$14.3 million

Early Childhood

Ingham ISD provides early childhood administrative support and coordination for the implementation of a comprehensive continuum of early childhood programs and services for children from birth to age eight and for their families. Through facilitation of the Ingham Great Start Collaborative (GSC), Ingham ISD guides local districts, human service agencies and families in the development, implementation and sustainability of an ISD-wide early childhood education and care system. The majority of these activities are grant-funded and support core implementation of the GSC and the Great Start Parent Coalitions (GSPC).

Great Parents, Great Start (GPGS)

Ingham ISD provides a parent involvement and education program that offers personal visits, developmental screenings, playgroups and connections to community resources for families with children, ages birth to kindergarten, to improve school readiness. GPGS has received grant funds through Families First Prevention Services Act (FFPSA) connecting GPGS programming with families served through Child Protective Services (CPS) to reduce recidivism and prevent foster care placements through parent education.

Great Start Readiness Program (GSRP)

Ingham ISD operates the consortium in coordination with local districts, public school academies and community grantees which provides eligible, at-risk four-year-olds with preschool programming. Ingham ISD provides professional learning, instructional coaching and program outreach services for consortium partners.

Early Childhood Support Networks (ECSN)

Ingham ISD participates in a federally-funded partnership with MDE to develop and facilitate regional access to a better-coordinated early childhood system for providers and families. The Eastern ECSN provides training and technical assistance to resource centers, GSC and GSPC for 18 counties.

Programs and Services Supported by Ingham ISD's General Fund

Instructional Data, Software & Analysis

\$1.4 million

Data, Systems and Analysis Team (DSA)

The DSA team assists district stakeholders in the use of data to improve student outcomes. This includes facilitating, collecting, moving, analyzing data and making it accessible and actionable. The DSA team also disseminates research, bridges the gap between research and practice and develops innovative practices by conducting rigorous research. Research is interwoven in DSA and Ingham ISD activities by examining the effectiveness of third-party vendors, Ingham ISD programs and services.

Student Data and Assessment Software

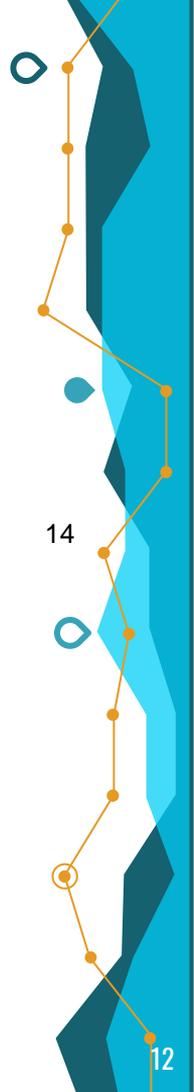
Eleven districts and Ingham ISD are part of a student data and assessment software collaboration utilizing Illuminate Education DnA which helps districts manage and leverage student data and assessments to improve student outcomes.

Student Information Software

Nine districts and Ingham ISD are using PowerSchool as their student information system. Ingham ISD provides application support to eight school districts and hosts PowerSchool for five districts.

Data Visualization Tool

Five districts and Ingham ISD are part of a service area agreement with Eidex for software to assist in data visualization and calculations of student growth.



Programs and Services Supported by Ingham ISD's General Fund

Other

\$12.7 million

Sharing Technology & Academic Resources Network (StarNET)

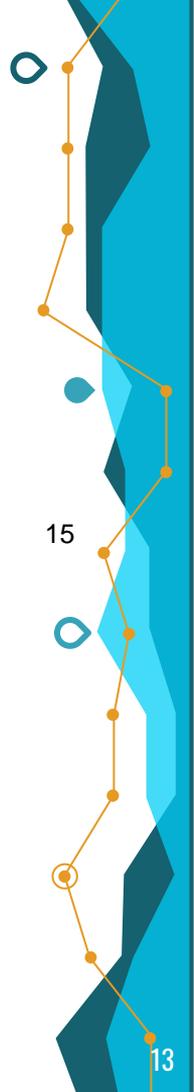
StarNET wide area network members (all twelve local districts and Ingham ISD) share resources including a wide area network and internet bandwidth. Members collaborate on a variety of instructional and other resources including student information systems, web content filtering, data center hosting, shared application servers (Meal Magic servers, Foxbright, etc.) and other shared technical resources. Cooperative purchasing and sharing of services, such as software for student data and assessment and special education, are also done through StarNET. Additionally, StarNET is the mechanism in place for connecting local districts to the Statewide Educational Network (MiSEN) to leverage statewide cooperative buying power on things like internet service, peering with content providers as well as secure data transport to projects such as Michigan Data Hub for automating movement of student data between common school resources.

General Education Transportation

The ISD operates a general education transportation consortium to provide a cost-effective and quality transportation service option for participating districts. Additionally, regional bus driver and transportation supervisor training is provided for all districts in Ingham ISD, Clinton County RESA and Eaton RESA service areas. Ingham ISD also facilitates contracted transportation routing services and management consulting services for districts.

Technology Services

Ingham ISD provides a variety of technology support services including comprehensive technology services for four local districts and one neighboring ISD, network engineering for three districts and ad hoc services to other districts as needed. In addition, a number of other technology services are being provided such as web content filtering, website hosting, data center hosting, VoIP phone system support, blended and online learning supports, technology integration and various instructional resources.



Programs and Services Supported by Ingham ISD's General Fund

Other – Continued

Business Services

Ingham ISD provides comprehensive business services including finance, accounting, purchasing, payroll and benefits, budgeting and reporting services to two local districts and one public school academy as well as payroll and benefit services to two additional local districts.

Communication Services

Ingham ISD provides communication services including media support, crisis management, website support, writing and/or graphic design to three local districts and two regional education service agencies.

Pupil Accounting & Truancy

Ingham ISD assists local districts by conducting Michigan Department of Education required audits to verify the accuracy of pupil membership counts which determines the amount of state school aid a district receives. Statutorily required student attendance and truancy services are also provided.

Administrative Services and Support

Ingham ISD's General Fund Budget partially funds programs designed to assist local districts in areas such as administrative services, facilitation and support for board members, curriculum directors, human resources directors, business directors and technology directors, acquisition of grant funds, communication and public information planning, property tax reporting assistance and purchasing collaborations. Ingham ISD also provides programs and services to improve the effectiveness and efficiency of school operations supported by the General Fund such as Superintendents' Round Table facilitation, finance software system (MUNIS) and human resources employee application system.

Capital Projects Fund Transfer

The General Fund Budget includes an outgoing transfer to our Capital Projects Fund for future facility needs.

Next Steps and Responsibility

Next Steps	Responsibility
<p>Submit 2023-24 General Fund Budget to local districts by May 1.</p>	<p>Ingham ISD</p>
<p>By June 1, adopt a resolution either in support or in disapproval of the General Fund Budget. If disapproved, submit specific objections and proposed changes.</p> <p>Send resolution to Ingham ISD, c/o Superintendent's Office.</p>	<p>Local Districts</p>
<p>Adopt General Fund Budget by July 1.</p>	<p>Ingham ISD</p>



ISD BUDGET RESOLUTION

_____, Michigan (the "District")

A _____ meeting of the board of education of the District was held in the _____ in the District, on the _____ day of _____, 2023, at _____ o'clock in the _____.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review; and
2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The board of education has reviewed the proposed intermediate school district budget and has determined that it disapproves of certain portions of the proposed intermediate school district budget which objections, along with proposed changes, if any are set forth on Exhibit A attached hereto and incorporated herein by reference.
2. The superintendent is hereby directed to submit a certified copy of this resolution to the intermediate school board and/or to the intermediate school district superintendent with the specific objections and proposed changes that this board has to the budget no later than June 1, 2023.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a _____ meeting held on _____, 2023, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

ISD BUDGET RESOLUTION

_____, Michigan (the "District")

A _____ meeting of the board of education of the District was held in the _____ in the District, on the _____ day of _____, 2023, at _____ o'clock in the _____.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

- 1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review; and
- 2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

NOW, THEREFORE BE IT RESOLVED THAT:

- 1. The board of education has received and reviewed the proposed intermediate school district budget in accordance with Section 624 of the Revised School Code, as amended, and by the adoption of this resolution, expresses its support for the proposed intermediate school district budget.
- 2. The secretary of the board of education or his/her designee shall forward a copy of this resolution to the intermediate school board or its superintendent no later than June 1, 2023.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a _____ meeting held on _____, 2023, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education



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GORDON W. VANWIEREN, JR. (OF COUNSEL)
MARGARET M. HACKETT (OF COUNSEL)

April 11, 2023

Re: Social Media Litigation

Dear Retainer Client:

Schools nationwide have recently started joining a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms. The lawsuit asserts that social media companies targeted minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors. Research confirms that social media use is associated with increased rates of depression, anxiety, eating disorders, suicide, and property damage.

Frantz Law Group, the California law firm representing at least 125 Michigan schools in the nationwide litigation against Juul and other vaping product manufacturers, is also representing schools in the social media litigation. As it did with the vaping litigation, Frantz requested that Thrun Law Firm determine whether Michigan schools are interested in joining the social media litigation and, if so, to facilitate contact with Frantz. School districts, intermediate school districts, and public school academies are eligible to join the social media litigation.

The social media litigation seeks monetary compensation for past damages incurred by schools related to the social media epidemic created by the defendants, as well as anticipated future damages.

For past damages, the litigation seeks reimbursement for costs associated with social media use, such as property damage caused by students engaging in social media trends and any lost state aid caused by social media suspensions and expulsions. For future damages, the litigation seeks compensation for appropriately handling social media-related issues going forward, including funds for counselors and educational programming.

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

Aside from discovery, the terms for participating in the social media litigation are the same as those for participating in the vaping litigation. 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 25% of any recovery. Thrun will receive a portion of that 25%. If there is a



Social Media Litigation
Page 2 of 2

recovery, schools would also reimburse Frantz out of the recovery for costs incurred by Frantz during the litigation, such as court filing costs and expert witness fees.

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.

Thrun can arrange for Frantz to make a presentation to your board about the litigation. To join the litigation, your Board would need to approve the accompanying resolution and the contract attached to that resolution.

Signed resolutions and contracts should be returned by December 29, 2023 to pmatusiak@thrunlaw.com. If your Board would like more information about the litigation, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

Thrun Law Firm, P.C.

**EAST LANSING PUBLIC SCHOOLS BOARD OF EDUCATION
RESOLUTION**

A regular meeting of the East Lansing Public Schools (“School”) Board of Education (the “Board”) was held on the 8th day of May, 2023 at the following time: 7PM (“Meeting”).

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 January 2023, Seattle Public Schools, Pittsburg Public Schools, and other public schools joined a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms in a California federal court, specifically Case No. 22-MD-3047-YGR 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 targeting minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors.

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 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.

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 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:

Board Secretary

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

Board Secretary

Date: _____, 202__

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between East Lansing Public Schools, whose address is 509 Burcham, East Lansing, MI, 48823 (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates the Superintendent, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Social Media litigation, specifically Case No. 22-MD-3047-YGR 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, 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)).

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) [Omitted].
- (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 or, if there are multiple payments, will be split proportionally between those multiple payments.

- 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.

Frantz Law Group, APLC

Dated: _____, 202__

Frantz Signature: _____

Frantz Print Name: _____

Dated: _____, 202__

Signature: _____

Print Name: _____

School Client Name: _____

Position of Signatory: _____



509 Burcham Drive, East Lansing, MI 48823
 Technology & Media Services Department
 (517) 333-7418 Phone (517) 333-7404 Fax

East Lansing
 Public Schools

April 24, 2023

To: Board of Education
 From: Christian Palasty, Director of Technology & Media Services

Subj: INFORMATION ITEM – Purchase of Technology Hardware

As part of ongoing technology planning that includes analysis of current inventory and evolving needs, we are planning to purchase the following items:

Qty	Item	Cost per	Total Cost
190	Chromebooks (Elementary)	249.58	\$47,420.20

The Chromebooks are HP 11 G9 models and the price above includes mandatory Google Chromebook licensing for each device.

Our current inventory of Chromebooks includes one cart for each 4th and 5th grade section within each elementary school building. At the time of planning, 3rd grade sections were assigned one cart to be shared between two sections while still meeting instructional needs.

By investing in this additional technology, we are able to meet evolving needs by supplementing the current 3rd grade inventory so that each 3rd grade section has a dedicated cart, aligning them with 4th and 5th grade technology ratios. We will also add a cart to the Red Cedar school to align their student-to-device ratio with the other district elementary schools.

The purchase is being made through the state REMC program and the SPOT* catalog and meets all state and local bidding requirements. The purchase will be funded through the district sinking fund budget for the 2023-24 school year.

*SPOT is a statewide collaborative purchase agreement.



Academic and Technology Committee Agenda

ELPS Board of Education Room

April 10, 2023

12:30 pm

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Meeting Minutes – February 16, 2023
- V. Public Comment
- VI. BOE Technology Information Item for April 10 meeting
- VII. Agenda Topics
 - a. Summer Technology Projects
 - b. Cyber Security Updates
 - c. Security Updates
- VIII. Announcements
- IX. Adjournment

February 16, 2023

Call to order: 1:04P

Roll Call: Trustee Chambers, Trustee Lyons, Glenn Mitcham, Christian Palasty

Approval of Agenda: Chambers, Lyons second. Motion passes

Approval of Meeting Minutes- Oct 2022 and Dec 14, 2022- Chambers, Lyons Second. Motion Passes

Public Comment: None

Agenda Topics:

Guest Speakers: Ashley Schwarzbek, Jennifer Jockheck (counselor), Josh Barrons (counselor)

- A. Student Services Improvement Plan Update
 - a. Seniors are helping with a TikTok- visibility of the department.
 - i. Series of video ELHS TikTok to follow

Goal 1: Communication

- a. Google Classroom
- b. Family Line: once a month- counseling information- info about testing, FASFA, and various other items. "Newsletter"- with multiple pages
- c. Facebook/Twitter/Instagram
- d. Celebrate/share the services and programming that is happening.
- e. Counselors mention: that a lot is confidential that they do with students.

Goal 2: Visibility/Accessibility

- a. Pilot with Junior class
 - a. Xello (has a lot of college info)
 - b. Course planning module
 - c. All HS students have a username/password
 - i. <https://xello.world/en/middle-and-high-school/>
- b. Celebrate College Month (Oct)
 - a. Help with common apps
 - b. FASFA
 - c. Question sessions

Goal 3:

TRAILS in the classroom. Get in the classroom more- be more visible.

Day to Day with HS counselors:

Very little sitting in the office

Appointments with students

Academic/social/emotional/career development counseling

Writing letters of recommendation/meetings with parents/students/answering questions about the application

Social/Emotional meetings

504 Plans is a huge piece that counselors conduct

Scheduling courses with students

Intervention- At Risk- personal check-ins with Counselors.

Graduate Alliance- uptick with students taking this route- still helping and working with them.

Purchased a scheduling module through MBA- which will help identify gaps.

Guest Speaker: Ashley Schwarzbek

B. High School Scheduling

- a. Several years ago, ELHS moved to Arena scheduling (building a schedule based on previous years and what students took before).
- b. Send schedule out to all students without teacher names
- c. Students pick their courses and then meet with a counselor
- d. Exploring the option of "Student request scheduling"
 - i. Department chairs were not very excited about this option. More discussion about equity-based scheduling.
 - ii. Arena scheduling (very transparent- everything is out there).

Administration and staff weighed both options and decided that we would continue with Arena Scheduling.

Will continue with a Post survey for students after course pick. Possible Family survey as well.

Announcements: National Honor Society made a poster, and all students signed it and will give to MSU. They also want to write cards (letters) as well.

Adjournment: 2:13p



Facilities Committee

April 11, 2023
ELPS Board Room
11:15 am

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Meeting Minutes – March 1, 2023
- V. Public Comment
- VI. Safe Routes to School – Ginger Ogilvie
- VII. Agenda Topics
 - Work done over spring break
 - Playground update
 - Custodial in-service training
- VIII. Announcements
- IX. Adjournment

Facilities committee meeting 3-1-23 Notes

I. Call to Order 9:02 am

II. Roll Call

Tali Faris-Hylen

Elizabeth Lyons

Billy Hastings

Mike Stahlmann

III. Approval of Agenda approved by Lyons seconded by Faris-Hylen

IV. Approval of Meeting Minutes – January 23, 2023 approved by Lyons seconded by Faris-Hylen^[SEP]

V. Public Comment

Karin Polischuk - concerned about playground. Told in November a bid was going out. Glencairn has not had adequate playgrounds since 2014. District hadn't made it suitable. Staff spent time purchasing playhouses, building flooring, etc to put things there. Very little equipment for the kids. School then told items needed to be removed.

Wanted something to move forward last meeting- January. Equipment continues to degrade (since 2019). Now 2023, playground is in much worse condition now than beginning of year. Heard there are moves to do something.

Principal contacted to see what was going on after last meeting. Stated nobody was consulted on this. Staff members have put together equipment after school and would give input on things that are appropriate. They need things available for kids over 3rd grade. No appropriate ladder for kids to use.

Believes things are in progress. Asking that a bit of urgency given to this matter.

Also drainage pond- principals of elementary schools didn't know they were going in. Outdoor classroom and retention pond has eaten up free space and caused problems with playground drainage. No plants in it and there is standing water therefore a safety hazard. Entire playground is muddy and gross. Also an empty wood chip pit of mud. 50-70% of playground is unusable because it is covered in mud. Kids are coming in covered in mud because of this.

Angela Sperecher- parent of 2nd and 4th grader at Whitehills.

Similar concerns to Karin. Niece has mobility³⁸ limitations that opened her eyes to see how not

accessible these playgrounds are to younger and kids with mobility issues. Concerned about WH playground as Karin is concerned with Glencairn.

Equipment is not accessible. No ramps for slides, no space for creative play. Real issues for kids with mobility.

Weather has made half playground unusable so kids are limited to blacktop. This can cause behavioral issues in classroom when they don't get enough space to run and burn energy.

Muddy conditions are also an upkeep issue. i.e. Woodchips get dug out under swings so littler kids can't even use them. Swings are also very loud and can be distracting for all kids (specifically those with special needs.)

She had previously reached out in November and received no response.

Was looking at a playground audit because she was looking for this. Need to send her this. She is resending email to address.

Look at this as a diversity/inclusion initiative. Elementary schools get left out on a lot of the conversations at the board level. Let's devote more resources here. Said - Let's work with ELEF and other parents on this (husband is head of ELEF).

Amanda Epolito- Daughter K at Donley. Can not access some of the playground equipment- she is smaller and often uses a wheelchair. Can't use this on woodchips and now requires an aid at recess to have support to access equipment that is so large. This has affected her socially unable to play with peers.

Amanda worked with principal who agreed there are issues. Can we look into ramps to go over woodchips. Things that can be done to make it easier. i.e. Kids with walkers that have braces etc, just can't move among the woodchips.

Not a lot of imaginative structures- would love to see more of these things purchased for kids of younger ages.

VI. Agenda Topics/Action Items

- Handicap doors/accessibility in District

Per Billy- got here January 9. Heard of these issues. In prior position in Haslett they had push button doors. He found "The Door Pro" to do a district audit in Haslett and gave a price to get all those doors working correctly. This man came out last week and went to every handicapped door throughout entire district. He gave estimate and within a week will have total price. Previously, Billy had this person come once a year to do an audit. Will update on pricing at next meeting and action steps.

- Recent power outage at Marble

Had a couple problems there due to HVAC unit shorting out and has been fixed.

- Custodial/Maintenance staffing update

Happy to say only position they have to fill is an on-call 4-hour custodian.

- Purchase of mower

Hustler mower purchased. Have an 8-foot cutting deck. Prior they were paying an outside company to mow the high school. Now we are going to do this ourselves. This will be about a 2 year payback for this mower but it was already in our budget. Billy thinks it's important for us to have control over cutting the grass vs. a contractor. He can ensure this can be done when it is needed.

- Playground update

Lorraine working with GMB Architect to get a bid for the playground at Glencairn.

Billy will address woodchip issues at elementary schools.

Billy to look into handicap matting to put under all swings.

Will look into squeaking things.

Grass and planting and retaining ponds were probably not planted in time enough to take. It was required to have established plants in there (per contract). They will get ahold of them to let them know nothing grew. New person in grounds department is going to focus on this to get grass grown in areas there are not. They are going to plant early Summer.

If they can't get ponds to drain, they will make it work.

Worked with sod at Red Cedar, Marble and Green. They did this on high traffic areas around the building.

Care and maintenance of equipment is under facilities. Selecting of equipment and placing of this is usually parent groups/principals/Rich.

- Lighting project for the auditorium - approved on Monday.

VII. Announcements

VIII. Adjournment - 9:30 am.

Policy Committee

Agenda

April 13, 2023

1. Roll call
2. Approval of the agenda
3. Approval of the minutes from the March 23rd, 2023, meeting
4. Public comment
5. Policy 5206A discussion regarding additional language giving superintendent ability to hold hearing if quorum of the board unable to meet before 10-day deadline.
- 6. Equity Policy**
7. Onboarding policy
8. Form to access student records
9. Curricular animal policy
10. Other
11. Adjourn

Policy Committee

Minutes

March 23, 2023, 10 am

1. Roll call: Present, Amanda, Terah, Kath, Klaudia, Dori
2. Approval of the Agenda: Moved by Terah, seconded by Amanda Passed 3-0
3. Approval of the minutes from February 15th meeting: Moved by Amanda, seconded by Terah, passed 3-0.
4. Policy 5206 Under section F.2. In the title, changed to 6-10 days. In the body of the first paragraph, changed to 6-10 days. Send to Kelly to put in Items of Info for next meeting (April 10th) and vote meeting after that (April 24th).
5. Other discussion regarding 5206: Under 5206A Section B: adjust entire paragraph to mirror 5206A section A. Add presence of parent or guardian to both paragraphs. 5206A section C: add greater than 10 days to title. Will make edits and send to Kelly. Still need to address concern about not being able to hold hearing with a quorum of the board within the 10-day timeline as required by law. Will ask Thrun about possibility of hearing taking longer than 10 days to schedule and superintendent holding the hearing. Dori will look at process that sends out doodle poll as soon after behavior that might warrant long term suspension occurs.
6. Policy 4101.01 Holidays edits/further discussion: No additional discussion just adds limited to 3 days. Will make edit and send to Kelly. Put in Items of Info for April 10th and vote on April 24th.
7. New Policy from Thrun 3120 Head start Covid mitigation: Necessary? Discussion?: Deemed unnecessary. Send to Kelly to mark as Intentionally left Blank.
8. New policy language regarding testing to Policy 3100 District Technology and acceptable use: Section D. added. Under 1.a Add optional language. Under 2.a.iii. add option 2. Need to verify that all other language remains the same in this policy.
9. Equity Policy: Klaudia hopes to have in Items of Information for our next meeting (April 10th) and to be voted on April 24th. Discussion about Equity advisory committee. Discussion around having board member on this committee.
10. Other:
 - a. Once discipline hearing language approved, need to change document put into hearing packets.
 - b. ELPAT working on a form to be able to access a student's records. I told them to bring it to police. They shared one from Indian Prairie school district.
 - c. Terah discussed adding an onboarding policy for new school board members to include Building tours, meet with superintendent and president, MASB training (new board orientation). Other? Discuss at board retreat?
 - d. Kath to follow up on Curricular Animal policy. Dori shared previous reply from Thrun.
 - e. Next Policy meetings:
 - April 13th at 10 am
 - May 17th at 10 am
 - June 21st at 10:30 am.
11. Adjourn: 11:32 am



PERSONNEL COMMITTEE
509 Burcham Dr, East Lansing MI 48823

Agenda
April 18, 2023
9:00 am
Board Room

1. Opening of Meeting
 - a. Roll Call
 - b. Approval of Agenda
 - c. Approval of Minutes – December 7, 2022
2. Public Comments
3. Discussion Items
 - a. Purpose and responsibility of committee
 - b. Superintendent Evaluation process and timeline
 - c. ELHS Principal hiring process and timeline
4. Adjournment

Minutes from the Personnel Committee Meeting
Dec. 7, 2022, 1 PM

Present: Monica Fink, Kate Powers, Dori Leyko, Rulesha Glover-Payne, Debbie Walton

Review of Hiring Process

Rulesha Glover-Payne gave a thorough review of the hiring process. Packet was distributed containing details of all aspects of the process from determining the need for a position, the interview process, notification of successful and unsuccessful applicants, to onboarding. Discussion also included information about InformedK12, which the district is planning to use to take this entire process online to streamline the process and reduce the need for paper storage.

Discussion of Upcoming Superintendent Review

Committee assignments will change after Jan. 9th, 2023 organizational meeting, so we will need to discuss again in the new year, but next year will be a required Superintendent evaluation. The committee should have a meeting early in the new year to determine which tool will be used and to ensure that all board members have the required training to participate in the evaluation.

New Action Item being added to Monday night's board meeting. Employment contract for Director of Operations and Maintenance. Reason is that the timing requires us to move quickly in order to maximize the amount of time that the new hire can spend working with Mike Stahlmann before he retires in March.

Meeting adjourned at 1:55 PM
DHW



FINANCE COMMITTEE

509 Burcham Drive, East Lansing, MI 48823

Members: Kath Edsall (Chair), Monica Fink and Chris Martin

Agenda

April 19, 2023 – 12:30 p.m.

ELHS Board Room

1. Opening of Meeting
 - a. Call to Order
 - b. Roll Call
 - c. Approval of Agenda
 - d. Approval of Minutes: March 15, 2023
2. Public Comment
3. Items of Discussion
 - a. Update on the FSMC bid status
 - b. IISD 2023-24 Proposed General Fund Budget
 - c. Financial Statement Capitalization Threshold increase from \$5,000 to \$10,000
 - d. 2022-23 First Budget Revision
 - e. 2023-24 Budget Development update
4. Adjournment

FINANCE COMMITTEE

509 Burcham Drive, East Lansing, MI 48823

Members: Kath Edsall (chair), Monica Fink and Chris Martin

Minutes – March 15, 2023

1. Opening of Meeting
 - a. Finance Committee member, Kath Edsall called the meeting to order at 12:33 p.m.
 - b. Roll Call
 1. Members Present: Kath Edsall, Monica Fink and Chris Martin
 2. Excused Absences: None
 3. Nonmembers present: Dori Leyko (Superintendent) and Rich Pugh (Director of Finance & Operations)
 - c. Approval of Agenda
 - Moved by Monica Fink and supported by Chris Martin that the agenda for the Finance Committee meeting of March 15, 2023 be approved as presented. The motion carried 3-0.
 - d. Approval of Minutes
 - Moved by Monica Fink and supported by Chris Martin that the minutes of the February 15, 2023 Finance Committee meeting be approved as presented. The motion carried 3-0.
2. Public Comment
 - a. None.
3. Discussion
 - a. Reviewed the timeline for the RFP for Food Service Management Company.
 - b. Reviewed the recommendation for the purchase of a new food service truck.
 - c. Reviewed the District's 147c(2) allocation of \$2,206,217. Funds are an in/out like the 147c(1) stabilization funds.
 - d. Reviewed the estimated FY 2023-24 cost for DK Security. Projected cost is \$114,000 for three fulltime security guards.
 - e. Reviewed estimated savings related to negotiated eFinancePlus (accounting software) renewal costs. Savings projected at over \$100,000 over 5 years.
 - f. Reviewed recommendation that the Board authorize the Superintendent to enter into contracts.
 - g. Reviewed a draft of the 2nd semester class size overages.
 - h. 2023-24 budget development for revenues was reviewed. Much remains uncertain as both the Senate and House have yet to release their SAF budget proposals.
4. Adjournment
 - a. Kath Edsall declared the meeting adjourned at 1:07 p.m.

Sex Education Advisory Board Meeting Board Meeting Room – East Lansing High School April 20, 2023

- 1) Call to Order: Melissa Fore
- 2) Membership Roll Call
- 3) Approval of March Meeting's Minutes
- 4) Approval/Additions to the Agenda
- 5) Public Comment
- 6) Presentations/Committee Reports
 - a) Sex Ed Director Report
 - b) Glenn Mitcham – Student Opt Outs for High School Health Class
- 7) Unfinished Business
 - a) High School Videos
- 8) New Business
 - a) SEAB Membership for Next Year
- 9) Announcements
 - a) Next Meeting May 18, 2023
- 10) Adjournment

SEAB 2022-2023 GOALS

- Gender roles/norms and sex ed
- High School curriculum
- ✓ Review current birth control information
- Who are we not reaching and how do we reach them?
- Pornography education
- Curriculum fidelity
- ✓ Synopsis of the videos for Wonder Years curriculum we approved last year for the teachers to use.

Sex Education Advisory Board Meeting

Board Meeting Room – East Lansing High School

March 16th, 2023, 6:30 PM

- 1) **Call to Order.** The meeting was called to order by Melissa Fore at 6:33 PM
- 2) **Membership Roll Call.** Members present: Aiyana Rosinski, Liz Miller, Megan Mass, Karessa Wheeler, Trisha Koslowski, Sara Smith, Heather Marlow, Anne Scott, Jonathan Gold, Glenn Mitcham, Diane Tuinstra, Melissa Fore, Bridget Burns-King.
- 3) **Approval/Modifications to the Previous Meeting Minutes**

A motion to approve the previous meeting minutes without any changes was made by Danny Hearit and seconded by Karessa Wheeler. Motion passed unanimously.
- 4) **Approval/Additions to the Agenda**

A motion to approve the agenda without any changes was made by Liz Miller and seconded by Karessa Wheeler. Motion passed unanimously.
- 5) **Public Comment:**
 - a. Students from MSU joined us for our discussion today in the name of civic engagement.
- 6) **Presentations/Committee Reports**
 - a. **Sex Ed Director Report**
 - i. Puberty sex ed lessons for 4th and 5th grade will begin early this year. Those teachers met and are in favor of doing these classes earlier in the year (as in the fall next year). They will start earlier this Spring. Parent meeting is happening the week after spring break.
 - ii. Sexual harassment issues this year - Wellness director is willing to tackle this issue. However this will have to wait for next year due to mat leave.
 - iii. Health sex ed for high school starting next week.
 - iv. Spoke with Grand Rapids school district sex ed director. Collaborating to see how we can help each other.
- 7) **Unfinished Business**
 - a. **MiPHY Data (Ingham County)**
 - i. Trend analysis for middle school (7th grade) analysis was done and presented on. Notable findings:
 1. The percentage of sexually active 7th graders is small but not insignificant.
 2. Many sexually active 7th graders used drugs or alcohol before having sex and their partners were 3 or more years older than them.
 3. The percentage of sexually active students using condoms has declined.
 4. The percentage of students identifying as gay, lesbian or bisexual has increased.
 - ii. Trend analysis for high school (9th and 11th) grade analysis was done and presented on. Notable findings:
 1. Fewer high schoolers are having sex, and most that do are waiting until after their freshman year. The freshman that are sexually active have a higher percentage of partners 4 or more years older or more.

2. The percentage of forced sex in those that are active has increased.
 3. The percentage of using alcohol and drugs before sex has increased, but the number of individuals doing so decreased. This along with the next point shows that a good number of students having sex are also those displaying other high-risk behaviors.
 4. The percentage of sexually active students using condoms has declined markedly since 2020, though birth control is slightly up and pregnancies are decreasing.
 5. The percentage of students identifying as gay, lesbian or bisexual has increased.
- iii. Discussed current ELHS sex ed class, ability to opt out, and participation rates.
1. Discussed finding ways to increase participation.
 2. The idea of peer mentoring ELHS students with college or med students.
 3. Invite our current health teachers and school principal to give us more accurate information about current sex ed classes.
 4. Life science (biology) or other core classes could incorporate some of the sex ed curriculum.
 5. While not our purview, what else could be taught in health class – sex ed, mental health, etc. Rebranding health class to be more enticing, increasing engagement. A day off for sex ed, fair/booths, etc. Bringing in certified health professionals as resources and guest speakers.

b. 4th Grade Videos

- i. Last meeting we did not have a recommendation for new 4th grade sex ed videos.
- ii. Discussed looking for better sources, funding new videos, or using private videos (amaze.org)
 1. Using amaze.org could be viable if we combine multiple videos as they are only a few minutes long each, but great quality.
 2. Discussed planned parenthood sex ed curriculum for more ideas.
 3. Action item for this board is to find better video resources for 4th grade.
- iii. Our recommendation for the board is to make no changes at the moment and we are still working on finding better video resources.

8) New Business

c. Review of Goals/Additional Meeting Needed

- i. We have made progress on all of our goals, and have completed 2 out of the 7 goals.
 1. Gender roles/norms and sex ed
 2. High School curriculum
 3. Review current birth control information
 4. Who are we not reaching and how do we reach them?
 5. Pornography education
 6. Curriculum fidelity
 7. Synopsis of the videos for Wonder Years curriculum we approved last year for the teachers to use.

d. High School Videos (if time)

- i. Will send out an email on video watching action items for board members.

- a. Next meeting April 20, 2023
- b. Additional meeting is scheduled for May 18, 2023.

12) Adjournment

Motion to adjourn was made by Diane Tuinstra and seconded by Karessa Wheeler. Meeting adjourned at 8:04 PM.