

**FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN**

Regular Meeting of the Board of Education
Monday, December 16, 2024
6:30 PM
Forest Hills Administration Building

Agenda

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. WELCOME
- IV. RECOGNITIONS
 - IV.A. State Championship Athletes
 - IV.B. FHPS Business Office
 - IV.C. Board Service
- V. RECESS
- VI. CONSENT GROUPING
 - VI.A. Superintendent/Board of Education
 - VI.A.1. Approval of Minutes
 - VI.B. Business
 - VI.B.1. Payment of Bills
 - VI.B.2. Summer 2025 Mechanical Improvements
 - VI.B.3. Summer 2025 Paving Projects
 - VI.B.4. Eastern Band Uniforms
 - VI.B.5. Bond Sale Authorizing Resolution
 - VI.B.6. Social Media Lawsuit
 - VI.C. Instruction
 - VI.C.1. Supplemental Instructional Resources Request
- VII. INFORMATIONAL ITEMS
 - VII.A. Resignations
- VIII. SUPERINTENDENT'S REPORT
- IX. BOARD COMMUNICATION
- X. PUBLIC COMMENTS
- XI. ADJOURNMENT

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

RECOGNITION

TOPIC: 2024 MHSAA State Championship Recognition – CHS and NHS Boys' Tennis

Certificates of Recognition will be presented to members of the Boys' Tennis Teams from Central and Northern high schools for their outstanding athletic achievement in winning 2024 Michigan High School Athletic Association Division II State Championships.

Central High School:

Student-Athletes:	Willem Knoester Austin Rowland	Division II, Doubles Flight 1
	Joseph Song Hayden Tanner	Division II, Doubles Flight 2
Coach(es):	Dan Bolhouse Ali Azeem Mitch Timyan	

Northern High School:

Student-Athletes:	Sebastian Madlangbayan	Division II, Singles Flight 2
	Marcus Benard Jr.	Division II, Team
	Thano Bird	
	Matthew Chan	
	Drew Decker	
	Karanjeet Deol	
	Ethan Han	
	William Hernly	
	Jackson Kenworthy	
	Vikram Krishnan	
	Sebastian Madlangbayan	
	Brady Miller	
	Samuel Ogilvie	
	Cameron Radel	
	Simon Rothstein	
	Tanay Shenoy	
	Breck Suvedi	
	Quinn Suvedi	
Coach(es):	Steve Olson Joe Rivera Don Whitfield Steve Klemm Jim Goodrich	

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

RECOGNITION

TOPIC: Business Office Recognition

The Board of Education will formally recognize the FHPS Business Office staff for their outstanding oversight of the district's financial and accounting records, which has led to 26 years of clean opinions from the district's financial auditing firms.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

RECOGNITION

TOPIC: Board Service

Kristen Covelle and Mary Vonck will be recognized for their years of service on the Board of Education.

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

CONSENT GROUPING

December 16, 2024

VI. CONSENT GROUPING

A. SUPERINTENDENT/BOARD OF EDUCATION

1. Approval of Minutes – Approve the minutes of the November 18, 2024, Regular Meeting, with any added changes or revisions.

B. BUSINESS

1. Payment of Bills – Approve expenditures for the payment of bills for November 2024, as presented.
2. Summer 2025 Mechanical Improvements – Approve the award of the construction contract for mechanical work to Rite-Way Plumbing and Heating, Inc. for an amount not to exceed \$1,589,500 including contingency funds.
3. Summer 2025 Paving Projects – Approve the award of the contracts for paving work to Katerberg VerHage for an amount not to exceed \$766,121 including contingency funds.
4. Eastern Band Uniforms – Approve the purchase of replacement band uniforms for Eastern High from Stanbury Uniforms, LLC for an amount not to exceed \$62,700.
5. Bond Sale Authorizing Resolution – Adopt the resolution authorizing the issuance of bonds to facilitate the sale of the first series of the 2023 bond authorization.
6. Social Media Lawsuit – Adopt the resolution to join the social media lawsuit.

C. INSTRUCTION

1. Supplemental Instructional Resources Request – Approve the supplemental instructional resource request, as presented.

**Items included in consent grouping are those that previously have been considered by the Board either in committee or at a prior meeting, or are of such a routine nature that discussion is not required. Board members may request that any item be removed from consent grouping for further discussion if additional information is needed or available.*

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: Approval of Minutes

Board of Education approval is requested for the minutes of the November 18, 2024, Regular Meeting, with any added changes or revisions.

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the minutes of the November 18, 2024, Regular Meeting, with any added changes or revisions.

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

Minutes of Regular Meeting of the Board of Education
held on November 18, 2024

The Forest Hills Board of Education met in regular session on November 18, 2024, at the Administration Building. President Fauson called the meeting to order at 6:30 p.m.

CALL TO ORDER

Members Present: Fauson, Michaud, Vonck, Terryn, DeBoer, Ninemeier, Covelle

ATTENDANCE

Members Absent: None

Girl Scout Troop 8274 led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

Ada Elementary School Principal Melanie Hoeksema welcomed everyone to the meeting.

WELCOME

In alignment with their schoolwide focus on increasing reading achievement outcomes at Ada Elementary, Melanie Hoeksema and Shantel VanderGalien shared how Ada Professional Learning Community teams, or PLCs, are instrumental in monitoring student outcomes and measuring the impact of instruction. At Ada, each grade level meets to collaborate on teaching and learning. This data-driven method provides teachers with strategies to develop their collective efficacy and reflect on the impact of their instruction.

INSTRUCTIONAL
HIGHLIGHT

Additionally, they continually seek ways to improve their craft and respond to the learning needs of their students so that all students can reach their full potential! One of the ways they do this is by providing a 30-minute block of time to provide students with intervention and/or enrichment. This time is called WIN time, or What I Need time. During WIN, time is set aside outside of core instruction for teachers to provide individualized instruction based on the collaborative efforts of their PLCs.

The PLC process, followed by an intentionally designed WIN time, creates conditions for high levels of learning for ALL of the students. At Ada, they truly believe that all students deserve the opportunity to learn and grow every day.

Motion made by Member Vonck, second by Member Terryn, that the Forest Hills Board of Education approve consent grouping items V. A.-D.

CONSENT GROUPING
ITEMS

Member Covelle, Curriculum Committee Member, and Member Michaud, Finance Committee Chair, gave their respective committee reports.

AYES: Michaud, Ninemeier, DeBoer, Vonck, Terryn, Covelle, Fauson

NAYS: None

Motion carried by a 7-0 roll call vote.

Approved the minutes of the October 21, 2024, Regular Meeting.

APPROVAL OF
MINUTES

Approved reimbursement for travel and meal expenses incurred by the board members who attended the 2024 Michigan Association of School Boards' Annual Leadership Conference in the amount of \$442.86.

BOARD MEMBER REIMBURSEMENT

Approved expenditures for the payment of bills for October 2024, as presented.

PAYMENT OF BILLS

GENERAL FUND	\$19,207,965.95
DEBT FUND	2,549,231.28
CAPITAL PROJECTS FUND 2019	415,201.45
CAPITAL PROJECTS FUND 2021	123,123.03
CAPITAL PROJECTS FUND 2023	3,331,366.71
SPECIAL REVENUE FUND	
1. Food Service Fund	341,731.88
2. Child Care Fund	3,396.56
3. Student/School Activity	190,965.67
TOTAL EXPENDITURES	<u>\$26,162,982.53</u>

Approved the increase cost of the emergency asbestos abatement at Ada Vista Elementary by HBC/Green for Life Environmental for an additional amount of \$51,460.

ASBESTOS ABATEMENT – ADA VISTA

Approved a \$248,022 increase to the Ada Vista Elementary renovation project, which includes contingency funds.

ADA VISTA CONSTRUCTION INCREASE

Approved the purchase of media center shelving for Ada Vista from Dew-El Corporation for an amount not to exceed \$35,100.

ADA VISTA MEDIA CENTER SHELVING

Approved the purchase of 25 stop-arm cameras and 55 entrance/exit cameras from AngelTrax for an amount not to exceed \$52,800.

BUS CAMERAS

Adopted the resolution authorizing collection of 50% of the district tax levy in July 2025. (Ref. No. 24-11/18-A)

SUMMER TAX LEVY RESOLUTION

Authorized reimbursement of \$40,403.83 to Kent County for refunded property taxes.

PROPERTY TAX REIMBURSEMENT

Adopted the resolution to join the insulin lawsuit. (Ref. No. 24-11/18-B)

INSULIN LITIGATION RESOLUTION

Approved the following request for supplemental instructional resources:

SUPPLEMENTAL INSTRUCTIONAL RESOURCES

- *Think Like a Freak* by Steven Levitt and Stephan Dubner for Eastern High School

Approved the hire and issue of a contract to Jamie VanderZwaag for the 2024-2025 school year.

EMPLOYMENT OF NEW PROFESSIONAL STAFF

Approved the salary schedules for the Superintendent and Assistant Superintendents.

SALARY SCHEDULES

Motion by Member Covelle, support by Member DeBoer, to approve Superintendent Kirby's attendance at the 2025 AASA National Conference. The motion was approved by a unanimous 7-0 voice vote.

AASA NATIONAL
CONFERENCE

Motion by Member Vonck, support by Member Covelle, to approve the Emergency Operations Plan. The motion was approved by a unanimous 7-0 voice vote.

EMERGENCY
OPERATIONS PLAN
APPROVAL

Superintendent Kirby shared the following:

SUPERINTENDENT'S
REPORT

- Appreciation to School Safety and Security Director Ryan Kimball and the administrative team for their work on the Emergency Operations Plan.
- A legislative update and potential changes that could impact school districts.
- The district is continuing to plan for a Junior Kindergarten program that will start in the fall of 2025.
- The Foundation Gala was a successful fundraiser. He expressed appreciation for all that the Foundation does to support the district.
- Reminded families to ensure contact information is up to date in SchoolMessenger so they receive important district communications.
- He attended a *Listen. Learn. Lead. State of the Student* event hosted by the Student Leadership Community consisting of students across Kent County. Allison Durkin (EHS) and Jake Barnes (CHS) serve as the FHPS representatives. The four topics on students' minds are 1) school safety, 2) student engagement, 3) mental health, and 4) sense of belonging.

Superintendent Kirby concluded by thanking the members of the board for their support.

Board Members Fauson, Covelle, Vonck, Terryn and Michaud shared an update from the sessions they attended at the 2024 MASB Fall Conference.

BOARD
COMMUNICATIONS

Member Ninemeier shared that district third-grade students met at the Fine Arts Center to learn about belonging. This was led by Tamasha James and FHPS high school students.

Member Michaud gave an update from the Forest Hills Foundation.

- The Foundation recently awarded just over \$112,000 in fall grants.
- The recent Gala raised an approximately \$83,000.
- The spring grant cycle starts in January.
- The Foundation will be sending mailers inviting community giving.

President Fauson shared the format for the public comment portion of the meeting. Students will be given the opportunity to address the board first, followed by staff, and concluding with community members.

PUBLIC COMMENTS

The board received comments from four members of the audience regarding the following topics:

- District budget
- Library books
- Diversity, equity, and inclusion, and parental rights
- Social media

President Fauson inquired if there was other business of the board. Hearing none, she adjourned the meeting at 7:42 p.m.

ADJOURNMENT

Respectfully submitted,

Maggie Terryn, Secretary
Forest Hills Board of Education

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Payment of Bills

The financial report is presented for Board approval and includes the following information:

Summary of Bills Payable

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve expenditures for the payment of bills for November 2024, as presented.

GENERAL FUND	\$12,435,378.43
DEBT FUND	
CAPITAL PROJECTS FUND 2023	4,842,209.18
SPECIAL REVENUE FUND	
Food Service	317,497.08
Childcare	6,330.19
Student/School Activity	136,524.15
	<hr/>
TOTAL EXPENDITURES	\$17,737,939.03

Forest Hills Public Schools
Disbursements
For Month Ended November 2024

Fund	General Checking		Debt Service	Payroll Checking			Flex Checking - Employee Flexible Spending Accounts		Total Disbursements
	Checks (318266-318664)	ACH & Wire Disbursements	ACH Disbursement October / April	Checks (329518-329531)	Direct Deposit Payments	ACH & Wire Disbursements	Manual Payments	Debit Card Payments	
General	\$ 1,757,913.18	\$ 5,390,637.52		\$ 21,032.23	\$ 3,686,632.39	\$ 1,398,920.61	\$ 4,887.00	\$ 1,139.50	\$ 12,261,162.43
General, Athletics	58,334.87	10,102.86							68,437.73
General, Grants	90,662.25	15,116.02							105,778.27
GENERAL SUBTOTAL	1,906,910.30	5,415,856.40		21,032.23	3,686,632.39	1,398,920.61	4,887.00	1,139.50	12,435,378.43
Debt Service									-
Capital Projects-2023	4,841,836.19	372.99							4,842,209.18
Special Revenue Fund									
Food Service	317,125.74	371.34							317,497.08
Child Care	3,985.43	2,344.76							6,330.19
Student/School Activity	105,008.67	31,515.48							136,524.15
	\$ 7,174,866.33	\$ 5,450,460.97	\$ -	\$ 21,032.23	\$ 3,686,632.39	\$ 1,398,920.61	\$ 4,887.00	\$ 1,139.50	\$ 17,737,939.03

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Summer 2025 Mechanical Improvements

It is recommended that the Board of Education approve the award of the construction contract for mechanical work to Rite-Way Plumbing and Heating, Inc. for an amount not to exceed \$1,589,500 including contingency funds. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the award of the construction contract for mechanical work to Rite-Way Plumbing and Heating, Inc. for an amount not to exceed \$1,589,500 including contingency funds.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS

Juli Davis

TOPIC: Summer 2025 Paving Projects

It is recommended that the Board of Education award the contracts for paving work to Katerberg VerHage for an amount not to exceed \$766,121 including contingency funds. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education award the contracts for paving work to Katerberg VerHage for an amount not to exceed \$766,121 including contingency funds.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Eastern Band Uniforms

It is recommended that the Board of Education approve the purchase of replacement band uniforms for Eastern High from Stanbury Uniforms, LLC for an amount not to exceed \$62,700. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the purchase of replacement band uniforms for Eastern High from Stanbury Uniforms, LLC for an amount not to exceed \$62,700.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Bond Sale Authorizing Resolution

It is recommended that the Board of Education adopt the resolution authorizing the issuance of bonds in order to facilitate the sale of the first series of the 2023 bond authorization. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education adopt the resolution authorizing the issuance of bonds in order to facilitate the sale of the first series of the 2023 bond authorization.

**FOREST HILLS PUBLIC SCHOOLS
RESOLUTION AUTHORIZING THE ISSUANCE
AND DELEGATING THE SALE OF BONDS
AND OTHER MATTERS RELATING THERETO**

Forest Hills Public Schools, Kent County, Michigan (the “Issuer”)

A regular meeting of the board of education of the Issuer (the “Board”) was held in the Administration Building, within the boundaries of the Issuer, on the 16th day of December, 2024, at 6:30 o’clock in the p.m. (the “Meeting”).

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. On November 7, 2023, the qualified electors of the Issuer voted in favor of bonding the Issuer for the sum of not to exceed Three Hundred Forty Million Dollars (\$340,000,000), the proceeds to be used for the purpose of remodeling, equipping and re-equipping and furnishing and refurbishing school buildings; erecting, furnishing and equipping additions to school buildings; acquiring, installing and equipping or re-equipping school buildings for instructional technology; purchasing school buses; erecting, furnishing and equipping athletic facilities; and preparing, developing, improving and equipping playgrounds, play fields, athletic fields, athletic facilities and sites (the “Project”); and

2. It has been determined by the Board of the Issuer that there be issued at this time bonds of the Issuer in an aggregate principal amount not to exceed One Hundred Ninety Million Dollars (\$190,000,000); and

3. The Board has received a proposal from Stifel, Nicolaus & Company, Incorporated, to act as underwriter for the bonds (the “Underwriter”); and

4. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury (the “Department of Treasury”) pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The first series of bonds of the Issuer aggregating the principal sum of not to exceed One Hundred Ninety Million Dollars (\$190,000,000) be issued for the purpose of paying costs of the Project and costs of issuance of the Bonds. The Bonds shall be designated 2025 School Building and Site Bonds, Series I (the “Bonds”).

2. The Bonds shall be dated the date of delivery, or such other date as established at the time of sale; shall be fully registered bonds as to principal and interest; shall be numbered

consecutively in the direct order of maturity from 1 upwards; and shall bear interest at a rate or rates to be hereafter determined not exceeding the maximum rate permitted by law.

3. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof and shall mature on May 1 in each year, in the final principal amounts determined upon sale, with interest thereon payable on November 1, 2025, or such other date as may be established at the time of sale, and semiannually thereafter on May 1 and November 1 in each year.

4. The Bonds shall otherwise be subject to redemption, as determined by the Superintendent or the Assistant Superintendent for Finance and Operations of the Issuer (each an "Authorized Officer"), at the times, in the amounts, manner and at the prices as determined upon sale of the Bonds.

5. The Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company to be designated by an Authorized Officer at the time of sale (herein called the "Paying Agent"), which shall act as the paying agent and bond registrar or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

6. Book Entry. At the request of the Underwriter, the ownership of one fully registered bond for each maturity in the aggregate principal amount of such maturity shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. An Authorized Officer is authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by an Authorized Officer, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

7. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by a duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall furnish or cause to be furnished a sufficient number of manual or facsimile executed Bonds and the Paying Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

8. If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

9. The President and Secretary are authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer is authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

Blank bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, at the direction of bond counsel and as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

10. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2025 SCHOOL BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

Commencing with the 2025 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, of the Michigan Constitution of 1963.

11. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2025 BOND ISSUANCE FUND (hereinafter referred to as the "BOND ISSUANCE FUND") and any balance remaining shall be deposited in a fund designated 2025 CAPITAL PROJECTS FUND (hereinafter referred to as the "CAPITAL PROJECTS FUND"). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the CAPITAL PROJECTS FUND.

12. The Bonds shall be in substantially the form attached hereto as Exhibit A.

13. Stifel, Nicolaus & Company, Incorporated, Grand Rapids, Michigan, is named as senior managing underwriter and further, that an Authorized Officer or designee is authorized to negotiate and execute a Bond Purchase Agreement with the Underwriter, subject to the requirements of paragraph 16 below. Based upon information provided by the Issuer's financial consultant and the Underwriter, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions.

14. An Authorized Officer is authorized to approve circulation of a Preliminary Official Statement describing the Bonds.

15. An Authorized Officer, or designee if permitted by law, is authorized to:

- A. File with the Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- B. Make application for municipal bond insurance if, upon advice of the Issuer's financial consultant, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- C. Execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out

and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

16. An Authorized Officer's or designee's authorization to accept and execute a Bond Purchase Agreement with the Underwriter is subject to the following parameters:

- A. the Underwriter discount shall not exceed \$7.50 per \$1,000 (0.75%); and
- B. the true interest cost rate on the Bonds shall not exceed 6%; and
- C. the maximum bond term shall not exceed 21 years; and
- D. the receipt of express written recommendation of the Issuer's financial consultant identified herein to accept the terms of the Bond Purchase Agreement.

17. An Authorized Officer is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to the Underwriter in accordance with the terms of the Bond Purchase Agreement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefor and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Issuer's financial consultant; (iv) deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) execute and deliver the final Official Statement on behalf of the Issuer.

18. The President or Vice President, the Secretary, the Treasurer, the Superintendent, the Assistant Superintendent for Finance and Operations, and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

19. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

20. Thrun Law Firm, P.C. is appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Although Thrun Law Firm, P.C. has informed the Issuer that it represents no other party in connection with the issuance of the Bonds, Thrun Law Firm, P.C. represents the Underwriter on other, unrelated matters. The Board acknowledges the services that Thrun Law Firm, P.C. provides to the Underwriter, consents to the representation of the Underwriter on other, unrelated public finance matters, and waives any conflict of interest that could be asserted with respect to such representation.

21. The financial consulting firm of PFM Financial Advisors LLC, is appointed as financial consultant to the Issuer with reference to the issuance of the Bonds herein authorized.

22. The Board covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the Bonds from gross income.

23. The advance payment for the Project is approved, and monies are authorized to be advanced from monies on hand in the General Fund, which monies will be repaid to the General Fund from the proceeds of the Bonds when received. The Issuer shall reimburse the General Fund not earlier than the date on which the expenses are paid and not later than the later of:

- A. the date that is eighteen (18) months after the expenses are paid, or
- B. the date the Project is placed in service or abandoned, but in no event more than three (3) years after the expenses are paid.

24. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution 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 Forest Hills Public Schools, Kent County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the Open Meetings Act (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

JJS/baf

EXHIBIT A

**[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF KENT
FOREST HILLS PUBLIC SCHOOLS
2025 SCHOOL BUILDING AND SITE BOND, SERIES I
(GENERAL OBLIGATION - UNLIMITED TAX)**

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

FOREST HILLS PUBLIC SCHOOLS, COUNTY OF KENT, STATE OF MICHIGAN (the “Issuer”), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on November 1, 2025, and semiannually thereafter on the first day of May and November of each year (the “Bond” or “Bonds”). Principal on this Bond is payable at the corporate trust office of _____, MICHIGAN (the “Paying Agent”), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

The Bonds, of which this is one, are the first series of bonds to be issued from a total amount of not to exceed \$340,000,000 authorized by the electors of the Issuer. The Bonds are of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$ _____. The Bonds are issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; a majority vote of the qualified electors of the Issuer voting thereon at an election duly called and held on November 7, 2023; and resolutions duly adopted by the Board of Education of the Issuer on December 16, 2024 and _____, 2025, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of remodeling, equipping and re-equipping and furnishing and refurbishing school buildings; erecting, furnishing and equipping additions to school buildings; acquiring, installing and equipping or re-equipping school buildings for instructional technology; purchasing school buses; erecting, furnishing and equipping athletic facilities; and preparing, developing, improving and equipping playgrounds, play fields, athletic fields, athletic facilities and sites.

The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may

be levied without limitation as to rate or amount as provided by Article IX, Section 6 of the Michigan Constitution of 1963.

MANDATORY REDEMPTION

The Bonds maturing on _____, 20__, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest thereon to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Bonds due</u>	<u>Principal Amounts</u>
<u>Redemption Dates</u>	<u>Principal Amounts</u>
_____, 20__	\$
_____, 20__	
_____, 20__	
_____, 20__ (maturity)	

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years _____ through _____, inclusive, shall not be subject to redemption prior to maturity. The Bonds or portions of Bonds maturing on or after _____, 20__, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after _____, 20__, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of

transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

IN WITNESS WHEREOF, Forest Hills Public Schools, County of Kent, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2025, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

FOREST HILLS PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)

(City, State)

PAYING AGENT

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer
the Bond on the books kept for registration of the within Bond, with full power of substitution in
the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment
must correspond with the name as it appears upon the
face of the within Bond in every particular without
alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a
Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning
the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint
account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number
for first named transferee)



EXHIBIT B

**FORM OF
CONTINUING DISCLOSURE AGREEMENT**

**\$ _____
FOREST HILLS PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN
2025 SCHOOL BUILDING AND SITE BONDS, SERIES I
(GENERAL OBLIGATION - UNLIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Forest Hills Public Schools, County of Kent, State of Michigan (the “Issuer”), in connection with the issuance of its \$ _____ 2025 School Building and Site Bonds, Series I (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on December 16, 2024 and _____, 2025 (together, the “Resolution”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2025.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2025, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any

obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided that any event other than those listed under Section 5(a)(2), (6), (7), (8), (10), (13), (14) or (15) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

FOREST HILLS PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____, 2025

APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Forest Hills Public Schools, Kent County, Michigan
Name of Bond Issue: 2025 School Building and Site Bonds, Series I (General
Obligation - Unlimited Tax)
Date of Bonds: _____, 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

FOREST HILLS PUBLIC SCHOOLS
COUNTY OF KENT
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: _____

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-payment related defaults
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. _____ Modifications to rights of security holders
8. _____ Bond calls
9. _____ Tender offers
10. _____ Defeasances
11. _____ Release, substitution, or sale of property securing repayment of the securities
12. _____ Rating changes
13. _____ Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. _____ The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. _____ Appointment of a successor or additional trustee or the change of name of a trustee
16. _____ Incurrence of a financial obligation of the Issuer or other obligated person
17. _____ Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. _____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. _____ Other significant event notice (specify) _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

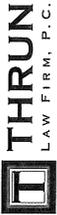
Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

The MSRB Gateway is www.msrb.org or through the EMMA portal at emma.msrb.org/submission/Submission_Portal.aspx. Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.



BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Social Media Lawsuit

It is recommended that the Board of Education adopt the resolution to join the social media lawsuit. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education adopt the resolution to join the social media lawsuit.

BOARD OF EDUCATION RESOLUTION

A regular meeting of the Forest Hills Public Schools (“School”) Board of Education (the “Board”) was held on the 16th day of December, 2024 at the following time: 6:30 p.m. (“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. 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 its 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 its 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 Forest Hills Public Schools, whose address is 620 Forest Hill Ave. SE Grand Rapids, MI 49546 (“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 its 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: Ben Kirby

School Client Name: Forest Hills Public Schools

Position of Signatory: Superintendent

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

ASSISTANT SUPERINTENDENT FOR INSTRUCTION

TOPIC: Supplemental Instructional Resources Request 

The Instruction Department would like to recommend that the following book be added to the supplemental instructional resources collection. The book has been reviewed by the Board Curriculum Committee and is recommended for Board approval.

School: Central High School
Grades: 12
Title: *Big Fish: A Novel of Mythic Proportions*
Author: Daniel Wallace
Reviewed by: Jon Haga, Lisa Penninga, Tamasha James, and Kim Van Antwerp

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the above supplemental instructional resource request.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

December 16, 2024

ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES



TOPIC: Resignations

Superintendent Kirby has accepted the following resignations:

Lisa Gernand	Social Worker	Student Services
Allen Putnam	Special Education Teacher	Northern Trails
Kathryn Torrey	Math/English Teacher	Northern High