

SCHOOL DISTRICT OF THE
CITY OF HAZEL PARK
COUNTY OF OAKLAND AND STATE OF MICHIGAN
REGULAR MEETING

CALL TO ORDER

The Regular Meeting of the Hazel Park Board of Education was held at the Ford School Administration Office on March 9, 2015, and was called to order by President Noth at 7:30 p.m.

ROLL CALL

Members Present: Noth, Hinton, Hemple, Hammonds, Adkins, Nagy, Polowski
Members Absent: None
Others Present: André, Berger, Hazekamp, Meisinger, Stefanski, Paterson

INVOCATION

The Invocation was delivered by Mr. James Meisinger, Superintendent of Hazel Park Schools, and was followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved by Mrs. Hemple, supported by Mrs. Hammonds that the Agenda be approved as written.

Discussion

None

Roll Call Vote

Yeas: Hemple, Hammonds, Hinton, Adkins, Nagy, Polowski, Noth
Nays: None

AUDIT OF THE BILLS

Moved by Mrs. Hemple, supported by Mrs. Adkins, that the Bills dated March 2, 2015, be approved as follows: Capital Projects Funds – \$32,354.69; Special Revenue Funds – \$71,841.08; General Fund – \$740,331.13; Total Expenditures – \$844,526.90.

Discussion

Mrs. Laura Adkins, Board Trustee, inquired about some of the same bills appearing on the March Audit of the Bills as on the previous month. Mr. Chuck Hazekamp, Interim Director of Business Services, stated he would review both months of the Audit of the Bills and confirm the accuracy. Mrs. Adkins asked about a large purchase of textbooks; Mr. Hazekamp informed her that those textbooks were being replaced due to being damaged in a recent flood.

Mrs. Rachel Noth, Board President, asked Mr. Hazekamp if the item should be tabled until he has the opportunity to review the two bill runs. Mrs. Adkins and Mr. Hazekamp felt confident that that the Board could move forward with approving the Audit of the Bills.

Mrs. Sue Hemple, Board Secretary, requested a list of employees that have cellular phones. Mr. Ryan Stefanski, Technology Director, responded to questions regarding the Verizon bill from Mrs. Hemple.

Roll Call Vote

Yeas: Hemple, Adkins, Hinton, Hammonds, Nagy, Polowski, Noth

Nays: None

SPECIAL ORDER OF BUSINESS

Superintendent Meisinger asked Mrs. Rachel Noth, Board President, when she would like to add Mrs. Ellen Cogen Lipton to the agenda. He would like to formerly thank her for her dedication to Hazel Park Schools. Mrs. Noth stated that this agenda item would be added under NEW BUSINESS, item #6 – Ellen Cogen Lipton – Recognition. Board of Education members unanimously approved.

1. Students of the Month - Secondary

- | | | |
|--|---|-------------------------------|
| a) Robin Kendziorski (8 th Grade) | - | Hazel Park Junior High School |
| b) Autumn Dean (12 th Grade) | - | Hazel Park High School |

Mr. James Meisinger, Superintendent, introduced the Junior High Student of the Month, Robin Kendziorski, commented on her individual achievements and goals, then presented her with a certificate of achievement. He also asked her family and friends to stand and be recognized. The High School Student of the Month was not able to attend.

2. Hazel Park Education Association (H.P.E.A.) Features Jardon School Teacher, Nancy Raffa

Ms. Amy Zitzelberger, Hazel Park High School Teacher, introduced Mrs. Nancy Raffa, Jardon School Teacher. Ms. Zitzelberger reflected on Mrs. Raffa's many accomplishments in her teaching career. Mrs. Raffa thanked the Board of Education, administration and her colleagues for this commendation.

CONSENT AGENDA

1. Approval of Minutes – to be approved as written
 - a) February 4, 2015 – Special Meeting and Closed Session
 - b) February 9, 2015 – Regular Meeting and Closed Session
 - c) February 16, 2015 – Study Session
 - d) February 18, 2015 – Special Meeting and Closed Session
 - e) February 25, 2015 – Special Meeting and Closed Session

2. Notes of Appreciation – to be received and filed
 - a) The Family of Margaret Robidou Secretary and Lisa Bernys Teacher - Acknowledges the expression of sympathy from the Board of Education at the time of their father-in-law/grandfather's death (Benjamin Robidou).

3. Leave of Absence – to be received and filed
 - a) Amanda Turpin Teacher - Requests a fourth year Family Leave of Absence for the 2015/2016 school year.

4. Resignations/Retirements – to be received and filed
 - a) James Meisinger Superintendent - Informs the Board of Education his intention to resign effective June 30, 2015.
 - b) Robert Miller Custodian - Informs the Board of Education his intention to retire effective March 31, 2015.
 - c) Lisa Morgan Custodian - Informs the Board of Education her intention to retire effective April 24, 2015.
 - d) Pamela Reese Cook Manger - Informs the Board of Education her intention to retire effective February 27, 2015.
 - e) Erin Roddis Social Worker - Informs the Board of Education her intention to resign effective March 3, 2015.

5. Conference Reports – to be received and filed
 - a) **Dawn Gafa-Davis**, Teacher at Hazel Park High School, attended the “Preparing for the New State Summative Assessment” conference on February 21, 2015, at Wayne RESA ISD. (Conference report submitted - Title 2, Part A funds)
 - b) **Carlotta Gharra**, Teacher at Hoover Elementary School, attended the “10th Annual Michigan Music Conference” on January 22 – January 24, 2015, in Grand Rapids. (Conference report submitted - Title 2, Part A funds)
 - c) **Marina Gutmakher**, Teacher at Webb Elementary School, attended the “10th Annual Michigan Music Conference” on January 22 – January 24, 2015, in Grand Rapids. (Conference report submitted - Title 2, Part A funds)

- d) **Melissa Kammeraad-Brown**, Teacher at Jardon School, attended the “Supporting Access with Switches” conference on January 7, 2015, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)
 - e) **Melissa Kammeraad-Brown**, Teacher at Jardon School, attended the “Cortical Visual Impairment” conference on January 26, 2015, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)
 - f) **Larry Marks**, Psychologist at Webb Elementary School, attended the “SLD Stakeholders Series, Session II” conference on January 30, 2015, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)
 - g) **Ryan Page**, Psychologist at Hazel Park Junior High School, attended the “Motivational Interviewing for Challenging Students” conference on January 21, 2015, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)
 - h) **Brittany Plaskey**, Teacher at Advantage, attended the “App Smashing” conference on January 29, 2015, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)
 - i) **Todd Ross**, Teacher at Hazel Park Junior High and Hazel Park High School, attended the “10th Annual Michigan Music Conference” on January 22 – January 24, 2015, in Grand Rapids. (Conference report submitted - Title 2, Part A funds)
 - j) **Crystal Witherell**, Social Worker at Hazel Park Junior High School, attended the “Motivational Interviewing for Challenging Students” conference on January 21, 2015, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)
6. Monthly Budgetary and Financial Report – to be received and filed

Moved by Mrs. Hemple, supported by Mrs. Hammonds, that the Board of Education approve the consent agenda as presented.

Roll Call Vote

Yeas: Hemple, Hammonds, Hinton, Adkins, Nagy, Polowski, Noth

Nays: None

PUBLIC DISCUSSION - (Limited to items listed under “Unfinished Business” and “New Business”)

No Participants

UNFINISHED BUSINESS

None

NEW BUSINESS

1. Oakland Intermediate School District to begin Interim Superintendent Search

Mrs. Rachel Noth, Board President, stated that with Mr. James Meisinger's resignation being received and filed this evening she is recommending that the District move forward with Oakland Intermediate School District to begin the Interim Superintendent search.

Moved by Mrs. Hemple, supported by Mrs. Hammonds, that the Board of Education approve Oakland Intermediate School District to begin an Interim Superintendent search.

Discussion

None

Roll Call Vote

Yeas: Hemple, Hammonds, Hinton, Adkins, Nagy, Polowski, Noth

Nays: None

2. Human Reproductive Health | HIV/AIDS | Personal Body Safety

a) Materials for Board of Education Approval

b) Biannual Annual Report

Due to the absence of Mr. Michael Barlow, Mrs. E. Yvonne Emlet, Human Reproductive Health Coordinator, reported on Human Reproductive Health, HIV/AIDS and Personal Body Safety. Mrs. Emlet stated that the Reproductive Health Committee has met and followed the State of Michigan requirements as indicated in the biannual report that was included in their Board of Education packet along with the Human Reproductive Health, HIV/AIDS and Personal Body Safety materials that require board approval. The biannual report highlights the District's successful compliance with the Michigan legal mandates and district guidelines.

Moved by Mrs. Hemple, supported by Mrs. Hammonds, that the Board of Education approve the Reproductive Materials and Biannual Annual Report, as presented.

Discussion

None

Roll Call Vote

Yeas: Hemple, Hammonds, Hinton, Adkins, Nagy, Polowski, Noth

Nays: None

3. 2014/15 Revised Budget Amendment

Mr. Charles Hazekamp, Interim Chief Business Official, reviewed the 2014/15 Revised Amended Budget with the Board of Education in detail and requested that they consider approval of the 2014/15 Revised General Fund Appropriations Resolution, as presented.

**GENERAL APPROPRIATIONS RESOLUTION FOR ADOPTION
BY
THE BOARD OF EDUCATION
OF THE SCHOOL DISTRICT OF THE CITY OF HAZEL PARK**

RESOLVED, that this resolution shall be the General Fund Appropriations of the School District of the City of Hazel Park for the fiscal year 2014/15; an action to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of income received by the School District of the City of Hazel Park.

BE IT FURTHER RESOLVED, that the revenue and unappropriated fund balance estimated to be available for appropriations in the General Fund of the School District of the City of Hazel Park for the Fiscal year 2014/15 is as follows:

BE IT FURTHER RESOLVED, that the revenue and unappropriated fund balance estimated to be available for appropriations in the General Fund of the School District of the City of Hazel Park for the Fiscal year 2014/15 is as follows:

<u>Revenue:</u>	Original Budget 2014/15	3/9/2015 Amended Budget 2014/15
Local	\$ 2,997,000	\$ 3,139,500
State	33,070,000	32,351,300
Federal	3,022,000	2,524,350
Incoming Transfers and Other Transactions	<u>862,500</u>	<u>3,066,800</u>
Total Revenue	\$ 39,951,500	\$ 41,081,950
Fund Balance, July 1, 2014	\$ (6,191,944)	
Appropriated from Fund Balance	<u>0</u>	
Fund Balance, June 30, 2015	\$ (6,191,944)	
Appropriated from Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>
Total available to appropriate	\$ 39,951,500	\$ 41,081,950

BE IT FURTHER RESOLVED, that that eighteen (18) mills be levied on non-homestead property for operating purposes and that \$46,474,575 of the total available to appropriate in the General Fund is hereby appropriated in the amounts for the purposes set forth below:

	Budget 2014/15	3/9/2015 Amended Budget 2014/15
<u>Expenditures</u>		
Instruction:		
Basic Programs	\$ 18,488,500	\$ 21,775,050
Added Needs	4,968,500	4,899,275
Adult/Continuing Ed	387,500	495,700
Support Services:		
Pupil	\$ 2,291,700	\$ 2,553,700
Instructional Staff	1,601,000	2,057,000
General Administration	621,400	681,600
School Administration	1,475,000	1,650,000
Business Services	957,000	2,269,000
Operation & Maintenance of Plant	4,788,400	5,312,500
Pupil Transportation	298,000	318,000
Central	382,700	531,350
Athletic	478,600	532,000
Community Services	227,900	232,400
Outgoing Transfers and Other Transactions		
	<u>\$ 350,000</u>	<u>\$ 3,167,000</u>
Total Appropriated	\$ 37,316,200	\$ 46,474,575
Impact on Fund Balance	\$ 2,635,300	\$ (5,392,625)

FURTHER RESOLVED, that no Board of Education member or employee of the School District shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the Board of Education. Changes in the amount appropriated by the Board shall require approval by the Board.

BE IT FURTHER RESOLVED, that the Superintendent of Schools is here by charged with general supervision of the execution of the budget adopted by the Board and shall hold the department heads responsible for performance of their responsibilities within the amounts appropriated by the Board of Education.

This Act is to take effect on March 10, 2015.

Moved by Mrs. Adkins, supported by Mrs. Hemple, that the Board of Education approve the 2014/2015 Revised Amended Budget Resolution, as presented.

Discussion

Mrs. Laura Adkins, Board Trustee, asked if the resolution is the standard way this document has been presented to the Board of Education and administration in previous years. The last page and paragraph of the resolution states that “the Superintendent of Schools is here by charged with general supervision of the execution of the budget adopted by the Board and shall hold the department heads responsible for performance of their responsibilities within the amounts appropriated by the Board of Education.” Mr. Hazekamp stated this is the form that he has used in other districts over the past years.

Roll Call Vote

Yeas: Adkins, Hemple, Hinton, Hammonds, Nagy, Polowski, Noth

Nays: None

4. Promise Zone Update

Due to the absence of both Mr. Michael Barlow and Ms. Kayla Roney, the Promise Zone Update will be postponed to the April Regular Board of Education Meeting.

5. Request Permission to Issue Layoff Notices to Hazel Park Education Association Employees

Mr. James Meisinger, Superintendent, requested permission from the Board of Education to issue layoff notices to the District’s H.P.E.A. employees.

Moved by Mrs. Hemple, supported by Mrs. Hammonds, that the Board of Education give permission to administration to issue Layoffs Notices to the District’s H.P.E.A. Employees.

Discussion

Mr. Ricky Nagy, Board Trustee, asked approximately how many will receive this notice. Mr. Meisinger stated that to date the number has not been determined. Mrs. Rachel Noth, Board President, requested that the superintendent update the Board on the number of H.P.E.A. employees that will receive this notice at a later date. Mr. Nagy questioned whether the layoffs were for this year or next. Mrs. Borowicz, General Services Coordinator, addressed the issues regarding H.P.E.A. layoffs prior to the end of the school year, the number of H.P.E.A. members that may receive layoff notices and the 60-day timeline.

Roll Call Vote

Yeas: Hemple, Hammonds, Hinton, Adkins, Nagy, Noth

Abstain: Polowski

Nays: None

6. Ellen Cogen Lipton – Recognition

Mr. James Meisinger, Superintendent, apologized to Mrs. Cogen Lipton for the miscommunications regarding this evening's recognition. Mr. Meisinger stated that Ellen Cogen Lipton has been a long time supporter of Hazel Park Schools. She has worked tirelessly over the years to support the District and community. Mrs. Cogen Lipton is a politician who not only talks the talk but also walks the walk. She is also a dedicated member of the Hazel Park Promise Zone. Mr. Meisinger thanked her to attending this evening's meeting and wished her the best in her next endeavor.

7. Closed Session – Motion to recess into closed session for strategy and negotiation session connected with the negotiation of a collective bargaining agreements if either negotiating party requests a closed hearing, which is exempt from disclosure pursuant to Section 8(c) of the Open Meeting Act

Moved by Mrs. Adkins, supported by Mr. Nagy, that the Board of Education adjourn to a Closed Session.

Discussion

None

Roll Call Vote

Yeas: Adkins, Nagy, Hinton, Hemple, Hammonds, Polowski, Noth

Nays: None

The Board of Education adjourned to a Closed Session at 8:03 p.m. The meeting resumed as an open meeting at 9:17 p.m.

Mrs. Rachel Noth, Board President, informed the public that there are two recommendations from the Closed Session deliberations. She recommends that the Board of Education enter into a Intergovernmental Agreement (IGA) with Oakland Schools to accept a Interim Superintendent effective March 11, 2015 until the Board of Education appoints a superintendent for the District.

Moved by Mrs. Hemple, supported by Mrs. Hammond, that the Board of Education approve the Oakland ISD Intergovernmental Agreement (IGA) for a Interim Superintendent effective March 11, 2015 until the Board of Education appoints a superintendent for the District.

Discussion

None

Roll Call Vote

Yeas: Hemple, Hammond, Hinton, Adkins, Nagy, Polowski, Noth

Nays: None

DISTRICT SERVICE AGREEMENT FOR INTERIM SUPERINTENDENT SERVICES

THIS DISTRICT SERVICE AGREEMENT FOR INTERIM SUPERINTENDENT SERVICES (the "Agreement") is made as of the Effective Date by and between **Oakland Schools**, a Michigan Intermediate School District, (hereinafter "Oakland Schools") and the **School District of the City of Hazel Park**, a Michigan general powers school district (hereinafter the "District").

RECITALS

WHEREAS, the District is a constituent school district of Oakland Schools; and

WHEREAS, the District desires Oakland Schools to furnish certain management, consultant and/or supervisory services to the District as set forth herein; and

WHEREAS, Oakland Schools is authorized to furnish services on a management, consultant and/or supervisory basis contemplated by this Agreement to its constituent school districts, and may charge a fee therefore, pursuant to Section 627 of the Revised School Code (MCL 380.627); and

WHEREAS, the District hereby requests Oakland Schools to furnish the Services to the District as set forth herein.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES THAT:

I. TERM OF AGREEMENT

This Agreement will be in effect beginning March 11, 2015 (the "Effective Date"). This Agreement will continue from the Effective Date until August 30, 2015 (the "Term"), unless otherwise terminated by either party in the manner described in Section IX of this Agreement. This Agreement may be renewed or extended upon the mutual written agreement of both the District and Oakland Schools.

II. OBLIGATIONS OF OAKLAND SCHOOLS

A. Oakland Schools will, within a reasonable period of time from the Effective Date of this Agreement as mutually agreed to by the parties, perform those services described in **Exhibit A** (the "Services") for the District as an independent contractor, and not as a District employee

B. The relationship between the District and Oakland Schools shall be that of independent contracting parties. Oakland Schools shall be self-directed in the performance of the Services. Neither Oakland Schools nor any of its employees, agents or representatives shall represent themselves to be an employee, servant, or agent of the District, except through the relationship established by this Agreement.

C. Oakland Schools shall render the Services with the same degree of care normally exercised by public school districts under similar circumstances.

D. Oakland Schools shall be responsible for compliance with all applicable federal, state, and local laws and regulations with respect to the Services.

E. Oakland Schools may secure a third party consultant or independent contractor to perform the Services on behalf of the District.

F. Oakland Schools' selection of the employee, third party consultant or independent contractor performing the Services shall be subject to the approval of the President of the District's Board of Education and such approval shall not be unreasonably withheld.

III. OBLIGATIONS OF THE DISTRICT

A. The District will provide Oakland Schools' employees, agents or any third party consultant or independent contractor secured by Oakland Schools who perform the Services with the tangible and intangible items and support that are reasonable and necessary to perform the Services, including, but not limited to:

1. Suitable office space, office equipment including but not limited to computer, phone, internet services, printer, fax and copy machines, supplies and secretarial and other staff support, as deemed reasonable and necessary by Oakland Schools;
2. Access to all records and other information, equipment, software, documentation including but not limited to curriculum materials, assessment data, school improvement plans, budget and expenditure reports, staffing reports, student records, employment records, collective bargaining agreements and any and all other documents related to instructional programs and services as deemed reasonable and necessary by Oakland Schools;
3. Access to up-to-date policies, procedures, regulations, and/or administrative rules of the District.
4. Access to the District's Board of Education and District personnel, as deemed reasonable and necessary by Oakland Schools.

B. The District shall pay Oakland Schools for the Services as set forth in Section VIII of this Agreement.

C. The District shall be solely responsible for all services required for the ownership and operation of the District beyond the scope of the Services to be provided through Oakland Schools. The District shall be responsible for compliance with all applicable federal, state, and local laws and regulations with respect to the District.

IV. RELIANCE UPON DISTRICT OPERATION AND FINANCIAL INFORMATION

The Services that Oakland Schools has agreed to provide under this Agreement and the corresponding Fee were developed based on operational and financial information provided by District. The District represents and warrants that such information is current, complete, and accurate, and acknowledges that Oakland Schools has reasonably relied on it. The District shall

continue to provide similar information to Oakland Schools from time to time, which will also be current, complete, and accurate, so that Oakland Schools may reasonably rely on it in providing the Services contemplated hereunder. If such operational and/or financial information of the District changes or is inaccurate, then the financial terms and obligations of Oakland Schools shall be renegotiated and restated to correct such change or inaccuracy on mutually agreeable terms and Oakland Schools shall not be liable for any Services performed in reliance upon such inaccurate information. Furthermore, the Services shall not constitute an audit of any of the District's financial statements or the District's internal controls. Furthermore, the District acknowledges and agrees that Oakland Schools will rely upon all information and data provided by the District to perform the Services and Oakland Schools shall not be liable for any damages if such information and/or data provided by the District is incorrect, incomplete or inaccurate.

Oakland Schools shall have no responsibility for any management decisions or management functions in connection with the Services, as these are the District's responsibilities following recommendations made by Oakland Schools to the District.

V. COOPERATION

The District acknowledges that Oakland Schools will need the active support of the District's professional, administrative, operations, and other personnel and contractors to provide the Services under this Agreement, and District agrees to use its best efforts to fully cooperate with Oakland Schools in that regard.

VI. COMMUNICATION

Reports and recommendations shall be made to the Superintendent of District unless otherwise designated in writing. All communications to Oakland Schools shall be provided to the Superintendent of Oakland Schools or his/her designee.

VII. WARRANTIES

In the event Oakland Schools provides the Services with its employees, the District and Oakland Schools agree that Oakland Schools will rely upon any operational and/or financial information of the District which it receives to perform the Services. Except as otherwise set forth in this Agreement, the District and Oakland Schools also agree that Oakland Schools has not provided any warranty, express or implied, concerning the performance of the Services and Oakland Schools SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR GENERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING FROM THIS AGREEMENT OR THE SERVICES.

In the event Oakland Schools secures an outside contractor to provide the Services, the District and Oakland Schools agree that, by entering into this Agreement, Oakland Schools has not assumed any duty or obligation the District is required to perform by any federal state or local law, rule or regulation. Oakland Schools has only assumed the obligation to verify that the duties of any third party consultant or independent contractor secured by Oakland Schools to perform the Services were performed in accordance with the agreement between Oakland Schools and the respective third party consultant or independent contractor secured by Oakland Schools to perform the Services. The District and Oakland Schools also agree that Oakland Schools has not provided any warranty, express or implied, concerning the performance of the Services by any third party consultant or independent contractor secured by Oakland Schools to perform the Services and Oakland Schools

SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR GENERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING FROM THIS AGREEMENT OR THE SERVICES OF ANY THIRD PARTY CONSULTANT OR INDEPENDENT CONTRACTOR SECURED BY OAKLAND SCHOOLS TO PERFORM THE SERVICES FOR THE DISTRICT.

VIII. PAYMENT

- A. District shall pay to Oakland Schools for the Services provided the following amounts on a cost recovery basis and collectively referred to as the Fee:
1. The rate of Seven Hundred and Twenty Dollars (\$720.00) per diem not-to-exceed Eighty Seven Thousand Eight Hundred and Forty Dollars (\$87,840.00).
 2. An amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for reasonable and customary expenses to include mileage.
 3. The rate of \$90 per hour for the Interim Superintendent's attendance at District Board of Education meetings in excess of six (6) hours per month including Regular, Special, and Emergency meetings.
- B. The Fee shall be in an amount not to exceed Eighty Nine Thousand Eight Hundred and Eighty Dollars (\$89,880.00) for the Term of the Agreement.
- C. Payment for the Services is conditioned upon submission of properly documented proof of performance (i.e. a signed, original invoice) by Oakland Schools, to District. Payment will be made not later than thirty (30) days after an original invoice is received by District containing a calendar of days worked. If the District fails to timely pay for the Services as set forth above, Oakland Schools may suspend the Services until such payments are made.

IX. TERMINATION

- A. Oakland Schools may terminate and/or cancel this Agreement (or any part thereof) at any time during the term or any extension of this Agreement, upon thirty (30) days written notice to District, for any reason, including convenience without incurring any obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice. In the event of such termination, District's sole obligation shall be payment for actual services rendered by Oakland Schools before the effective date of termination.
- B. District may terminate and/or cancel this Agreement (or any part thereof) at any time during the term or any extension of this Agreement, upon thirty (30) days written notice to Oakland Schools, for any reason, including convenience without incurring any obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice. In the event of such termination, District shall submit payment for actual services rendered by Oakland Schools before the effective date of termination.

- C. District and Oakland Schools may terminate the agreement at any time by mutual agreement of Parties in writing.

X. NOTICES

Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). In the case of a notice from the District to Oakland Schools, notice must be provided to Oakland Schools' Superintendent. In the case of a notice from Oakland Schools to the District, notice must be provided to the District's Board President. Notices shall be delivered at the following addresses:

Dr. Markavitch
Oakland Schools
2111 Pontiac Lake Rd.
Waterford, MI 48328

Board President
School District of the City of Hazel Park
1620 E. Elza
Hazel Park, MI 48030

XI. COPYRIGHT AND INTELLECTUAL PROPERTY

If Oakland Schools and/or any consultant or independent contractor secured by Oakland Schools performing Services under this Agreement develop any work product, information material, document, writing, publication, software, recording or procedure, whether in written, video, audio or other media format, ("the Work") Oakland Schools and/or any consultant or independent contractor secured by Oakland Schools agree that the Work is a "work-for-hire" and the District shall be deemed the copyright author and holder of all intellectual property rights. In the event, for any reason, the Work is found to be other than a "work-for-hire," Oakland Schools and/or any consultant or independent contractor secured by Oakland Schools agree to assign its/their rights in any copyrights and other intellectual property to the District.

XII. CONFIDENTIAL INFORMATION

A. Except as required to perform the Services, Oakland Schools and/or any consultant or independent contractor secured by Oakland Schools agree that they will never, during the Term of this Agreement or at any time subsequent to termination of this Agreement, directly or indirectly use or disclose any confidential information of the District without the written consent of the District.

B. All records, forms and supplies or any reproduced copies provided and furnished by the District to Oakland Schools and/or any consultant or independent contractor secured by Oakland Schools or obtained by Oakland Schools and/or any consultant or independent contractor secured by Oakland Schools during the course of rendering the Services to the District shall always remain the property of the District and shall be returned to the District on demand, or upon termination of this Agreement.

XIII. TENURE DISCLAIMER

Oakland Schools and the personnel or contractors performing the Services will not acquire tenure under the Teacher Tenure Act in connection with the performance of the Services.

XIV. FINGERPRINTING AND BACKGROUND CHECK

Oakland Schools acknowledges and agrees that unless District notifies Oakland Schools that it is not subject to the provisions of Michigan Public Act 680 of 2006, as amended, Oakland Schools shall have any of its agents, employees, contractors or representatives who will be on the District's premises regularly and continuously to perform the Services, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 680 of 2006, as amended, prior to commencing any Services under this Agreement by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal backgrounds checks, as directed by the District, or provide written notification to District that the Oakland Schools personnel or contractors have previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another school district, intermediate school district, public school academy or nonpublic school (each an "Agency"), and consent to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. Additionally, unless notified it is not subject to Michigan Public Act 680 of 2006, as amended, Oakland Schools represents and warrants to District that it will at all times during the Initial Term, or any Renewal Term(s) of this Agreement be in compliance with the provisions of Michigan Public Act 680 of 2006, as amended, including, but not limited to, reporting to Oakland Schools within 3 business days of when any of its agents, employees or representatives who will regularly and continuously be on the District premises to perform the Services, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the District if that person is subsequently convicted, plead guilty or plead no contest to that crime. Oakland Schools, or its personnel or contractors shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. Oakland Schools shall supply all necessary data and information, as requested by District, to enable District to properly submit any Oakland Schools employees, contractors and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel" as may be required.

XV. SEVERABILITY

If a court of competent jurisdiction holds any Section, subsection or provision of this Agreement is not enforceable, the remaining Sections, subsections and provisions will remain in full force and effect.

XVI. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Michigan, with venue being Oakland County, Michigan.

XVII. LIMITATION OF LIABILITY

Oakland Schools' liability under this Agreement shall not under any circumstances exceed the Fee paid by the District to Oakland Schools for the Services. In no event will Oakland Schools be liable to the District for any loss of business, business interruption, consequential, special, and indirect or punitive damages.

XVIII. RESERVATION OF RIGHTS

This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of each Party and shall not be construed to waive the defense of governmental immunity held by any Party to this Agreement.

XIX. MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions and understandings of the Parties concerning the activities and Services contemplated herein. No Party, or its respective Board members, employees, attorneys, consultants, advisors, agents, representatives or students, have made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.
- B. Amendment. This Agreement shall not be modified, altered or amended except by written agreement duly executed by all Parties to this Agreement in accordance with the terms hereof.
- C. Invalidity of Particular Provision. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof which remain valid and be enforced to the fullest extent permitted by law.
- D. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.
- E. Waivers. A Party may not waive any default, condition, promise, obligation or requirement applicable to the other party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation or requirement in any past or future instance. No failure by a Party to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement, or to the exercise any right or remedy in the event of default, shall constitute a waiver of any such default of such covenant, agreement, term or condition.
- F. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan, and Parties consent to the jurisdiction and venue of the appropriate Oakland County Court.
- G. Successors and Assigns. The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of each Party, their respective legal representatives, successors and assigns.

- H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.
- I. Authorized Signatory. All Parties represent that the individual executing this Agreement is duly authorized by, and has the authority to execute this Agreement and bind, the respective Party.

OAKLAND SCHOOLS

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK

By: _____

By: (Signed) Rachel Noth, _____

Its: _____

Its: Hazel Park School Board, President

Date: _____

Date: March 11, 2015

EXHIBIT A

SERVICES

The Interim Superintendent shall be responsible for the duties normally associated with being the chief executive officer of a public school district on a full time basis as delineated in this Agreement and in accordance with the administrative calendar of the District. This shall include, but not be limited to:

1. plan, develop and operate effectively the District’s activities and facilities;
2. work diligently to effectively implement the policies and procedures of the Board;
3. formulate educational goals, administrative policies, procedures, programs and bring such items before the Board for its consideration and action;
4. attend all meetings of the Board and its Committees, except when excused; and,
5. cooperate with the Board, and others as may be necessary, in providing the best possible educational opportunities for all students in the District.

Mrs. Rachel Noth, Board President, requested that the Board of Education approve moving forward to consult with Michigan Association of School Boards (MASB) regarding overseeing a superintendent search.

Moved by Mr. Hemple, supported by Mrs. Adkins, that the Board of Education approve consulting with Michigan Association of School Boards (MASB) regarding overseeing a superintendent search.

Discussion

None

Roll Call Vote

Yeas: Nagy, Adkins, Hinton, Hemple, Hammond, Polowski, Noth

Nays: None

Mrs. Rachel Noth, Board President, thanked Mr. Meisinger for his service to Hazel Park Schools, and wished him well. She stated that Mr. Michael Barlow, Director of Curriculum, will end his services with the District at the end of the month.

RECOGNITION/COMMENDATION

None

PUBLIC DISCUSSION

1. Nancy Burlager
Paraprofessional - Ms. Burlager asked if Mr. Meisinger would remain on the payroll until the end of June. Mrs. Rachel Noth, Board President, stated that Mr. Meisinger would remain paid as a District consultant until June 30, 2015.

BOARD MEMBER AND ADMINISTRATION COMMENTS

1. Beverly Hinton
Board Vice President - Mrs. Hinton, Board Vice President, spotlighted a Board District events: Hazel Park Junior High Band received a 1 rating at Festival; the Hazelettes Dance Team won the Michigan State Championship; and two students from the high school bowling team attended the state competition. Mrs. Hinton thanked the community for attending this evening's Board of Education meeting.
2. Rachel Noth
Board President - Mrs. Noth, Board President, also spotlighted upcoming District events: Hazel Park High School Viking Expo will be held March 19; United Oaks Reading Carnival is on March 20.; Shrine Circus will be at the Hazel Park Raceway from March 20 – 22; and the Hazel Park High School Spring Musical *Oklahoma* will be performed March 26 – 28.
3. Ricky Nagy
Board Trustee - Mr. Nagy, Board Trustee, elaborated on the Hazelletes Dance Teams championship and stated that they will be attending the national competition in April. Mr. Nagy stated that there were two high school wrestlers that qualified for the state tournament.

ADJOURNMENT

Moved and supported that the meeting be adjourned at 9:22 p.m.

Unanimous approval.

Respectfully submitted,

Sue Hemple, Secretary
Hazel Park Board of Education