

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 June 8, 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: Conrad, Repicky, Stefanski (arrived 8:25 p.m.), Paterson

INVOCATION

The Invocation was delivered by Pastor Barry David of the Landmark Community Church, and was followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved by Mrs. Polowski, supported by Mr. Nagy, that the Agenda be approved as written.

Discussion

None

Roll Call Vote

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

AUDIT OF THE BILLS

Moved by Mr. Nagy, supported by Mrs. Hammonds, that the Bills dated June 2, 2015, be approved as follows: Capital Projects Funds – \$899.00; Special Revenue Funds – \$90,756.60; General Fund – \$710,370.39; Total Expenditures – \$802,025.99.

Discussion

None

Roll Call Vote

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

Nays: None

SPECIAL ORDER OF BUSINESS

1. iTime Presentation – United Oaks Elementary School

Mr. Mark Brown, United Oaks Elementary School Principal, Lori Westbury, Carrie Irwin-Fresch, Kelly Sims and Kim Forster, United Oaks Teachers presented iTime to the Board of Education and the public. In summary, classroom teachers added two five - ten-minute lessons to their day this year; one in Math and one in Reading. The lessons are referred to as Essential Skills. Teachers developed 16 Math and 16 Reading skills during a Professional Development session last May. After two weeks of instruction, students were given a quick, four or five question assessment to determine if they had mastered that Essential Skill. Students that passed the assessment attended a thirty-minute enrichment class beginning the following Monday, for two weeks. Students that did not master the Essential Skill began a two-week tutorial class the next Monday. All of this instruction took place in the morning when all teachers were involved, either teaching tutorial or enrichment lessons. Early Release Fridays were used at the conclusion of each two-week cycle to grade assessments and group students for the next two-week cycle. The iTime structure supports research and is teacher driven. iTime supports our school's RtI (Response to Intervention) efforts as a Tier 2 intervention.

Results:

Students

- 82% improvement among the Tutorial students

Teachers

- District survey showed positive views with suggestions for improvement
- Consensogram showed overwhelming support of UO teachers to continue in fall

PET (Program Evaluation Tool)

- 2014-15 component of MDE School Improvement Plan
- More detailed data will be included in the PET

Special Education

- Dr. Berger credits iTime as a factor in a reduction of Special Education referrals

Next Year:

Revisions of Essential Skills and assessments

Staffing

Possibly iTime will have different name next year

ISD assistance

Expanding the circle of who knows the current Essential Skills

Displaying progress charts

Student data books

Maybe adding writing every six to eight weeks

CONSENT AGENDA

1. Approval of Minutes – to be approved as written
 - a) May 4, 2015, Special Meeting
 - b) May 7, 2015, Special Meeting
 - c) May 8, 2015, Special Meeting
 - d) May 13, 2015, Special Meeting
 - e) May 15, 2015, Special Meeting
 - f) May 18, 2015, Regular Meeting

2. Notes of Appreciation – to be received and filed
 - a) Robert Martin, Ph.D.
Superintendent
Candidate - Expressed his appreciation to the Board of Education for giving him the opportunity to meet and interview for the superintendent position.

 - b) Michele Zabawa
Teacher - Acknowledges the expression of sympathy from the Board of Education at the time of her mother's death (Gladys J. Langlois).

3. Leave of Absence
 - a) Emily Avendt
Psychologist - Requests a Maternity Leave of Absence for the 2015-16 school year.

4. Resignations/Retirements – to be received and filed
 - a) April Barton
Teacher - Informs the Board of Education of her intention to resign effective June 1, 2015

 - b) Barbara Cadieux
Paraprofessional - Informs the Board of Education of her intention to retire effective July 1, 2015.

 - c) Melanie Claus
Teacher - Informs the Board of Education of her intention to resign June 10, 2015.

 - d) Mary McGovern
Paraprofessional - Informs the Board of Education of her intention to resign effective June 1, 2015.

 - e) Rose Thomas
Paraprofessional - Informs the Board of Education of her intention to retire effective July 1, 2015.

5. Hazel Park Education Association (H.P.E.A.) Voluntary Layoff 2015-16 School Year
 - a) April Delude

6. Conference Reports – to be received and filed
 - a) **Crystal Geiser**, Social Worker at United Oaks Elementary School, attended the "Parent Support Meeting" on May 15, 2015, at Oak Park Freshman Institute. (Conference report submitted)

- b) **Carlotta Gharra**, Teacher at Hoover Elementary School, attended the “Oakland County Fine Arts Council” conference on April 22, 2015, at Oakland ISD. (Conference report submitted)
- c) **Patrice Nelson**, Teacher at Advantage, attended the “CPI” conference on September 9 – 10, 2014, at Webb Elementary School. (Conference report submitted)
- d) **Darcy Platt**, Teacher at Webb Elementary School, attended the “Writing Pathways” conference on March 18, 2015, at the Hazel Park Schools Administration Building. (Conference report submitted – Title 2, Part A funds)
- e) **Jamie Ryan**, Teacher at Hazel Park Alternative High School, attended the “Data Rich School Improvement” conference on September 30, 2014, November 11, 2014, December 12, 2014, January 15, 2015 and April 16, 2015, at Oakland ISD. (Conference report submitted – Title 2, Part A funds)
- f) **Susan Talmage**, Teacher at Hoover Elementary School, attended the “Improving Student Writing – 1st Grade” conference on April 22, 2015, at the Hazel Park Schools Administration Building. (Conference report submitted – Title 2, Part A funds)
- g) **Geralyn VanHout**, Teacher at Edison M.A.X, attended the “START Annual Conference and START Leadership Day Conference” on April 27 – 28, 2015, in Lansing. (Conference report submitted – Title 2, Part A funds)
- h) **Irene Vouharas**, Teacher at Hoover Elementary School, attended the “Oakland Schools Literacy Consortium” conference on September 17, 2014, at Oakland ISD. (Conference report submitted)
- i) **Irene Vouharas**, Teacher at Hoover Elementary School, attended the “Oakland Schools SLD Stake Holders Meeting” on November 13, 2014, at Oakland ISD. (Conference report submitted)
- j) **Irene Vouharas**, Teacher at Hoover Elementary School, attended the “Oakland Schools Literacy Consortium” conference on December 5, 2014, at Oakland ISD. (Conference report submitted)
- k) **Irene Vouharas**, Teacher at Hoover Elementary School, attended the “Woodcock Johnson | Training Achievement” conference on January 6, 2015, at Oakland ISD. (Conference report submitted)
- l) **Irene Vouharas**, Teacher at Hoover Elementary School, attended the “Oakland Schools SLD Stake Holders Meeting” on January 30, 2015, at Oakland ISD. (Conference report submitted)
- m) **Irene Vouharas**, Teacher at Hoover Elementary School, attended the “Oakland Schools Literacy Consortium” conference on February 9, 2015, at Oakland ISD. (Conference report submitted)

- n) **Lori Wing**, Teacher at Webb Elementary Schools, attended the “Oakland County Fine Arts Council” conference on March 16, 2015, at Oakland ISD. (Conference report submitted)
- o) **Lori Wing**, Teacher at Hoover and Webb Elementary School, attended the “Oakland County Fine Arts Council” conference on April 22, 2015, at Oakland ISD. (Conference report submitted)

7. Monthly Budgetary and Financial Report - to be received and filed

Moved by Mrs. Polowski, supported by Mr. Nagy, that the Board of Education approve the consent agenda as presented.

Roll Call Vote

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

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

- 1. Brandy Schwanitz - Ms. Schwanitz expressed her love for Hazel Park. She explained her disappointment that her daughter did not receive a Perfect Attendance Award at the end of the school year.
1041 E. Maxlow
Hazel Park
- 2. Brandy Schwanitz - Webb Elementary School student Sharron Schwanitz, shared with the Board of Education the challenges that she endured this school year to accomplish perfect attendance and the disappointment she felt when she did not receive a Perfect Attendance Award during the end of the year assembly.
1041 E. Maxlow

UNFINISHED BUSINESS

- 1. Board of Education Policy Book Revision
 - a) 5320 Fire, Lock-Down, and Tornado Drills – Second Reading

Dr. Richard Repicky, Interim Superintendent, reviewed the board policy and said that the state has changed the number of fire, and lock-down drills schools are required to conduct during the school year. Mr. James Paterson, Board Counsel, stated that the existing state requirements have changed to five (5) fire drills, and three (3) lock-down drills during the school year. The tornado drills remain the same. Mr. Paterson informed the board that the reporting requirements had also changed to having three (3) drills conducted before December 1.

5320 **FIRE, LOCK-DOWN, AND TORNADO DRILLS**

a. Frequency

A fire drill shall be held in each building six ~~(6)~~ **five (5)** times during the school year. ~~Four (4) of the fire drills shall be held in the fall, of which two (2) will be held in the first two weeks of school, and two (2) shall be held during the balance of the year, in accordance with State law.~~ Scheduling and reporting will be accordance with state law, MCL 29.19.

Tornado Drills will be conducted two (2) times annually, scheduled by the principal or as required by the Superintendent, in accordance with state law.

A minimum of ~~two (2)~~ **three (3)** lock-down drills in which the occupants are restricted to the interior of the building and the building is secured is required for each building. A drill shall include security measures that are appropriate to an emergency such as the release of a hazardous material or the presence of an armed individual on or near the premises, in accordance with state law.

b. Method

Order rather than speed shall be stressed during drills. Definite instructions shall be furnished to teachers by the principals as to route and manner during drills. Drills shall be held without warning. Fire Drill reports shall be filed with the Fire Marshal's office and the Administrative Consultant of General Services.

~~In case a TORNADO WATCH is received, the children will be kept in school* until the regular dismissal time at the close of the day. A TORNADO WATCH is the announcement received when weather conditions are such that a Tornado could occur, but none has been sighted.~~

~~Tornado Warning~~

~~If a TORNADO WARNING is received, the children will be kept in school* until the danger has passed. A TORNADO WARNING is given when a Tornado has been sighted in the area.~~

A TORNADO WARNING is the most severe alert given—a tornado has been sighted in the area. Students shall be kept in school and will be accompanied by staff to areas approved as tornado shelters within the building. Buses will not run.

Picking up students during a WARNING should not occur. Picking up your student during a WARNING takes your child from a sheltered area and puts both the student and the staff needed to locate the child at risk. Parents should stay in shelter themselves and not come to school.

WARNINGS are noted by use of the siren warning system. When sirens sound, the school district's immediate reaction will be to treat the situation as a tornado warning. Central administration will check with Hazel Park's Department of Public Safety for immediate

conditions. The warning will remain in effect until the district's central administration receives clearance from the Department of Public Safety.

* Each school will continue to release students to their respective parents or guardians during a WATCH or a WARNING, if requested.

Second Reading
06/08/15

Moved by Mrs. Hemple, supported by Mrs. Hammonds, that the Board of Education approve the Board Policy Book Revision, 5320 Fire, Lock-Down, and Tornado Drills, with the updated state requirements, for the Second Reading.

Discussion
None

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

NEW BUSINESS

1. Promise Zone Update

Ms. Kayla Roney, Promise Zone Director, updated the Board of Education, administration, and community on recent Promise Zone events:

- Promise Zone Scholarships continue to be available for the 2015 graduates. Ms. Roney reviewed the scholarship guidelines and encouraged students to contact her or Ms. Brittany Thomas if they are interested in applying for the scholarship.
- Cranbrook Horizons-Upward Bound (HUB) program has increased the student slots to twenty (20). There will be ten (10) incoming students in 8th and 9th grades, and ten (10) students in the 10th and 11th grades will participate in the program this summer. Selected 8th grade students will participate in the day program while the older students will participate in the residential program. The students will have transportation provided at no cost to Hazel Park Schools. The program runs June 19 – August 1.
- Chrysler UAW Co-operative Program advisors the administration continue working to finalize the curriculum that will be submitted to the Board of Education then to Oakland Schools and the Michigan Department of Education for credit approval. The design of this program is for twenty 11th grade students to participate and continue in the program through 12th grade. The students will receive free lunch meals and transportation will be available at no cost to the District. Possibly students will be able to participate in a summer internship program in the summer between their 11th and 12th grade years.

- Never too late to complete the Free Application for Federal Student Aid (FAFSA).
- Reminder, if students or high school alumni have any questions regarding their post-secondary education, Ms. Roney will be in her office throughout the summer and available by e-mail.

Discussion

Mrs. Beverly Hinton, Board Vice President, confirmed that Brittany Thomas would be back next school year to serve as the high school college advisor. Mrs. Hinton inquired about how many students received the Promise Zone scholarship this year. Ms. Roney stated she does not have a final number of students, but currently there are about 75 students receiving the scholarship.

Mrs. Laura Adkins, Board Trustee, asked if Mr. Michael Barlow, former Director of Curriculum, would be replaced as the Promise Zone liaison. Ms. Roney stated that in August Dr. Amy Kruppe, newly hired Superintendent will join the Promise Zone team. Ms. Roney invited all the board members to come to the Promise Zone meetings.

2. Human Resources Reports – Mr. Conrad

a) Layoff and Recall Update

Mr. Daryl Conrad, Director of Human Resources, stated that the Hazel Park Paraprofessionals Association (H.P.P.A.) collective bargaining agreement enables laid off paraprofessionals to bump lower senior employees within their classification, bump into a lower classification or remain on layoff. To accomplish this, two bid meetings will take place. The first one took place on Friday June 5, 2015, and the second one will be on Friday, June 12, 2015. The goal is to have all bumping completed, and all paraprofessionals who will remain with the District placed.

Mr. Conrad stated that the Hazel Park Education Association (H.P.E.A.) teachers had a total of 46 members that were “pink slipped” in April. After retirements, resignations, and voluntary layoffs, 32 members will be recalled, leaving 14 members remaining on layoff.

Keep in mind that during the summer, the District may receive retirements or resignations that enable us to recall employees on layoff.

b) Administrative Interviews Update

Mr. Daryl Conrad, Director of Human Resources, informed the Board of Education that the first round interviews for the administrative positions would be:
Monday, June 8th, Elementary School Principal
Tuesday, June 9th, Junior High School Principal
Wednesday, June 10th, Athletic Director
Thursday, June 12th, High School Principal

The second round of interviews for these positions is planned for June 16th and 17th.

Mr. Conrad stated that the response to these positions had been overwhelming as the District received hundreds of applicants. Interview panels will be made up of Superintendents, Director of Human Resources, Central Office Administrators, building principals and selected teachers. A date will be set up in July for the Director of Curriculum and Grants Director interviews.

c) Transition Meeting for Employees Affected by Layoff

Mr. Daryl Conrad, Director of Human Resources, informed the Board of Education that representatives from the Oakland County Michigan Works and the Michigan Unemployment Insurance Agency would be present on Tuesday, June 9, 2015, at 4:30 p.m. in the high school auditorium. They will discuss the services and benefits offered to unemployed workers and will be available afterward to answer individual questions. There are many benefits, including job coaching and resume/interview workshops available to assist individuals in gaining employment. They will also have information available to help file a claim. The District highly recommends employees to attend this informational meeting.

Discussion

Mrs. Laura Adkins, Board Trustee, and Mrs. Sue Hemple, Board Secretary, held a discussion with Mr. Conrad regarding the H.P.P.A. bumping and filling the necessary positions. There are approximately thirty-two non-mandated positions to be filled. Employees in mandated positions did not receive "pink slips."

3. Business Report – Dr. Repicky
a) Cooperative Agreement for Food Services

Dr. Richard Repicky, Interim Superintendent, reviewed the District Food Service situation. He stated that with an approximate loss of \$588,000 he recommends to the Board of Education to approve the one-year Cooperative Agreement with the Ferndale School District to outsource the food service to Chartwells. Dr. Repicky thanked all the District Food Service staff and stated that with all that has happened these employees have shown great professionalism. He specially thanked Lisa Randall for her outstanding leadership.

COOPERATIVE AGREEMENT FOR FOOD SERVICES

THIS COOPERATIVE AGREEMENT FOR FOOD SERVICES (the "Agreement") is made as of July 1, 2015 ("Effective Date"), by and between **FERNDALE PUBLIC SCHOOLS**, located at 2920 Burdette Street, Ferndale, Michigan 48220 ("Ferndale"), and **HAZEL PARK SCHOOLS**, located at 1620 Elza Avenue, Hazel Park, Michigan 48030 ("Hazel Park"). Each a "Party" and collectively the "Parties."

RECITALS

A. Ferndale currently provides food service operations for its own school facilities through a cost reimbursable Food Service Management Contract with Compass Group USA, Inc., by and through its Chartwells Division ("Chartwells"), which will expire on June 30, 2015.

B. Hazel Park currently provides food service operations for its own school facilities as a “self-operated” program.

C. In a cooperative effort to maintain and enhance their collective food services operations in a cost efficient manner, the Parties collaborated to include Hazel Park’s sites as part of the Request For Proposal/Cost Reimbursable Contract issued by Ferndale on March 12, 2015 (the “RFP”) in accordance with applicable law.

D. The purpose of the RFP was to secure proposals from qualified food service management companies to perform food service management services, commencing July 1, 2015, for Ferndale and Hazel Park’s respective school facilities, with Hazel Park’s facilities being sites under the Ferndale food service program and be operated as part of Ferndale’s “School Food Authority” through Ferndale’s selected food service management company.

E. In accordance with the RFP specifications, Ferndale has elected to award the food service management contract to Chartwells (the “Contract”).

F. Ferndale and Hazel Park desire to set forth their respective understanding regarding the provision of food service management services by Chartwells for Ferndale, that includes the Hazel Park facilities as sites under the Ferndale food service program, under the Food Service Management Contract between Ferndale and Chartwells and the respective obligations of Ferndale and Hazel Park relative to this cooperative arrangement.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the parties to be satisfactory and adequate, Ferndale and Hazel Park agree as follows:

Section 1. Purpose of the Agreement.

1.1. **Cooperative Agreement.** Hazel Park agrees that all Hazel Park facilities will be sites under the Ferndale food service program food service and be operated by Ferndale, under Ferndale’s food service contract with Chartwells. Hazel Park agrees that it will not operate, or grant the right to operate, any other food service programs at its facilities.

Section 2. Term and Termination.

2.1. **Commencement and Term.** This term of this Agreement shall be for the period of one (1) year, commencing on June 1, 2015 and expiring on June 30, 2016 (“Term”). Thereafter, the parties extend this Agreement by mutual agreement in writing on an annual basis for up to four, one-year terms.

2.2. **Breach.** If either Party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. If the breach is remedied within ten days of receipt of notice, the notice shall be void. If such breach is of a material provision of this Agreement and is not remedied within ten days of receipt of notice, the party giving notice shall have the right to terminate the Agreement upon notice within the following 20 days. However, neither Party shall be responsible to the other for any losses or failure to perform its respective obligations under the Agreement when such failure is caused by conditions beyond the party’s control such as fire,

explosion, water, act of God, civil disorder or disturbances, labor disputes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules, and regulations or like causes beyond the reasonable control of such party or the damage or destruction of real or personal property of such causes. The other party may obtain substitute performance during such period.

Section 3. Employees

3.1. **Food Service Personnel Obligations.** All individuals performing Ferndale's obligations under this Agreement shall be employed and supervised by either Ferndale or Chartwells pursuant to the Contract. This includes all personnel necessary to perform all obligations at Ferndale facilities; however at the Hazel Park facilities being operated as Ferndale sites, Ferndale and/or Chartwells shall only be responsible for providing food service personnel for the direct operation of the food service preparation and serving (e.g., cooks, servers, point-of-sale personnel). Ferndale shall be responsible for its employees, including, but not limited to, responsibility for recruitment, professional development, education, travel expense, employment, promotion, payment of wages, pension benefits, layoffs, and termination and shall comply with all applicable laws and regulations related thereto. Hiring, firing, training, performance management, wage and benefit determination and all Ferndale staff management duties are Ferndale's responsibility and within Ferndale's sole discretion. Upon request from the Hazel Park, Ferndale will in good faith address any disciplinary issues involving Ferndale food service staff, management or personnel. Neither party shall during the term of this Agreement or for one year thereafter solicit to hire, hire, or contract with individuals employed by the other in a food service role during the term of this Agreement.

3.2. **Lunch Room Supervision at Hazel Park Facilities.** Hazel Park shall be responsible to employ and supervise all necessary lunch room aide personnel (e.g., paraprofessionals or lunch room aides). Hazel Park shall be responsible for its employees, including, but not limited to, responsibility for recruitment, professional development, education, travel expense, employment, promotion, payment of wages, pension benefits, layoffs, and termination and shall comply with all applicable laws and regulations related thereto. Hiring, firing, training, performance management, wage and benefit determination and all Hazel Park personnel duties are Hazel Park's responsibility and within Hazel Park's sole discretion. Upon request from the Ferndale, Hazel Park will in good faith address any disciplinary issues involving Hazel Park food service staff, management or personnel.

Section 4. Management Services and Special Functions.

4.1. Special Functions. Ferndale may provide meals for Hazel Park administration and student related functions as reasonably requested by Hazel Park. These costs will be quoted on an event by event request.

Section 5. Equipment, Facilities and Utilities.

5.1. **Utilities/Equipment.** Hazel Park shall make available, without any cost or charge to Ferndale, all necessary utility outlets at designated areas where electric equipment and other necessary equipment for the food service at the Hazel Park facilities and shall also furnish without any cost or charge to Ferndale, all necessary heat, ventilation, hot and cold water, gas, lights, phone service, electric current, kitchen equipment, and small wares as are necessary for the operation of the food service program.

5.2. **Facilities.** Hazel Park shall make available, without any cost or charge to Ferndale the facilities and equipment necessary for Ferndale to provide food service, including, but not limited to, area(s) of the Hazel Park facilities agreeable to both parties in which Ferndale shall render its service under this Agreement. This space is commonly known as the dining, service, preparation, and stage areas (“Food Service Areas”). Hazel Park shall provide proper security and enforce security policies to ensure that Ferndale products and assets at the Premises are properly protected. Ferndale shall be granted access to the Premises on serving days at 6:00 a.m. until 4:00 p.m. to provide the food services. If Hazel Park utilizes the Food Service Areas for extracurricular activities before or after Hazel Park’s regularly scheduled lunch or breakfast period, Hazel Park shall return the facilities and equipment to Ferndale to enable Ferndale to comply with its obligations under this Agreement.

5.3. **Title To Equipment.** Hazel Park shall purchase, install, maintain and connect all cafeteria preparation equipment, serving equipment and tables and chairs, except as otherwise described herein. Hazel Park will retain title to all equipment paid for by it. Ferndale will retain title to all equipment paid for by it.

5.5 **New Equipment.** If any new food service equipment installed in, or other food service program investment is made to, any Hazel Park facilities by Ferndale under this Agreement or by Chartwells pursuant to the Contract, such costs and expenses shall be amortized over five (5) years, or such other term as set forth in the Contract. If this Agreement expires or is otherwise terminated prior to the end of such amortization schedule, Hazel Park shall reimburse Ferndale for such unamortized amount within thirty (30) days of such expiration or termination of this Agreement. If this Agreement expires or is otherwise terminated after the end of such amortization schedule, Hazel Park shall reimburse Ferndale for such fair market value of the equipment or investment as agreed upon by the Parties within thirty (30) days of such expiration or termination of this Agreement.

5.4. **Conditions of Facilities and Equipment.** The facilities and equipment provided by each Party for use in the food service operations shall be in good condition and maintained to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health. Ferndale shall not be held responsible for pre-existing conditions. If Ferndale uses any Hazel Park equipment or facilities as part of performing any services under this Agreement, at the expiration of this Agreement, Ferndale shall return the Food Service Areas and all furniture, fixtures, and equipment furnished by Hazel Park in the condition which provided, except for ordinary wear and tear and damage by the elements and usage under this Agreement, and except to the extent that such Food Service Areas or equipment may have been lost or damaged by vandalism, fire, or flood or other acts of God, or theft by persons other than employees of Ferndale, or for any other reason beyond the control of Ferndale.

Section 6. Maintenance, Repairs and Sanitation.

6.1. **Maintenance.** Hazel Park shall be responsible for all building maintenance and all repairs to the building and all capital improvements in the Food Service Areas within the Hazel Park buildings. Each Party shall replace, repair, and maintain all equipment which it owns or otherwise provides under this Agreement. Hazel Park shall at its expense, provide maintenance personnel and outside maintenance services, parts, and supplies for properly maintaining the buildings and its building equipment, except for damage caused by Ferndale which Ferndale shall repair or replace. Hazel Park will be responsible for the cleaning and maintenance of floors, windows, walls, light

fixtures, ceilings, hoods, ducts, grease traps and the general care of the dining, service, storage, and preparation areas. Ferndale may advise Hazel Park of any cleaning required of hoods, ducts, and grease traps. At Hazel Park's request, Ferndale shall contract for cleaning of hoods, ducts, and grease traps and Hazel Park shall reimburse Ferndale for the cost thereof. Hazel Park shall be responsible for routine cleaning and sanitizing of the food preparation area and the food serving areas, including the ordinary and routine cleaning and sanitizing of counters and operating equipment before, during, and after use in connection with the operation of the Food Service, unless otherwise agreed to by the parties in writing. Any maintenance that is completed by Ferndale on Hazel Park food service equipment as part of the food service operation shall be reimbursed by Hazel Park as agreed upon by the Parties; provided however, that if such repair extends the useful life of such food service equipment, then such costs shall be amortized over five (5) years. If this Agreement expires or is otherwise terminated prior to the end of such amortization schedule, Hazel Park shall reimburse Ferndale for such unamortized amount within thirty (30) days of such expiration or termination of this Agreement.

6.2. **Waste.** Hazel Park shall, at its expense, provide for a dumpster for the accumulation and removal of waste and regular extermination services. Ferndale shall bag and place waste from the Food Service to a location for Hazel Park to place in the dumpster.

Section 7. Food and Supplies.

7.1. **Purchase.** Ferndale shall conduct the purchase, on behalf of Hazel Park, of all food and other supplies required to provide the food services contemplated by this Agreement. Inventories of such food and supplies of Hazel Park shall be stored, maintained and separately accounted for from other food and supplies of Ferndale.

7.2. **Title.** Ownership of all food and other supplies purchased by Ferndale shall remain with Ferndale at all times during the term of this Agreement.

7.3. **Access to Records.** Hazel Park shall have access to the purchase records of the food and other supplies purchased for its review and audit as deemed necessary in the judgment of Hazel Park.

7.4. **Storage.** All food and supplies shall be ordered by Ferndale in a timely manner and held in proper storage at the Hazel Park facilities. Hazel Park shall be responsible for the proper operation of all refrigerated units at the facilities and Ferndale is not responsible for any food spoilage as a result of faulty refrigeration at the Hazel Park facilities.

Section 8. Donated Commodities.

Any USDA-donated food received by Hazel Park and made available must accrue solely to the benefit of Ferndale's non-profit school food service account as permitted by law and shall be fully utilized specifically for Hazel Park facilities. Hazel Park shall retain title to all USDA-donated food. Ferndale shall collaborate with Hazel Park on the selection of USDA commodities and Ferndale shall accept, properly store, and use USDA-donated food in the largest quantities that may be efficiently utilized in Hazel Park's facilities in a 30-day period, subject to approval of Hazel Park, and will not accumulate excess inventory. Ferndale shall provide Hazel Park with an inventory of commodity food products for the year ending June 30 each year of this contract. Ferndale shall adhere to all commodity regulations. Ferndale shall maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA-donated food.

Section 9. Food Service.

9.1. **Meals and Menus.** Ferndale will be responsible for all food service at Hazel Park facilities and shall prepare all meals and snacks in quantities deemed sufficient to cover the Hazel Park's food service operations based upon the participation estimates. Ferndale will be responsible for preparing all menus for each calendar month during the school year at least 15 days before each calendar month, as well as be responsible for publishing and distributing menus to students and staff on Hazel Park's website and in the cafeteria before each calendar month.

9.2. **Hours of Operation.** Food Service shall be offered between the 7:00 a.m. until 3:00 p.m. on "full" school days when school is in session

9.3. **Nutrition.** All meals provided shall conform to the minimum legal requirements including the nutrient standards of the U.S. Department of Agriculture ("USDA") for those meals and for the age group served. Ferndale shall comply with the rules and regulations of the Michigan Department of Education and the USDA. Ferndale shall comply with all requirements regarding the Nutrition Review Process of the Michigan Department of Education for the school meals including providing nutrition information on food products and recipes used.

9.4. **Selling Prices.** All prices will be set by Ferndale.

9.5. **Special Diets.** Ferndale shall make substitutions in the food components of the meal pattern and menus for students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by the Food and Nutrition Service, USDA. Such statement shall in the case of a student with a disability, be signed by a medical doctor or in the case of a non-disabled student, be signed by a recognized medical authority.

Section 10. Health and Sanitation.

Ferndale shall comply with all federal, state and local health and sanitation requirements which will be met at all times during its performance of Food Services. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures according to HACCP guidelines. Hazel Park shall maintain all applicable health certifications on the Premises and shall ensure that all state and local regulations are being met by Ferndale preparing or serving meals at Hazel Park's facility. Ferndale shall maintain for the Term of this Agreement state and/or local health certifications for any facility outside the facilities in which it proposes to prepare meals and shall maintain this health certification for the duration of this Agreement as required under 7 CFR 210.16(c).

Section 11. Records, Taxes and Licenses.

11.1. **Records.** Ferndale shall maintain (for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims), all records pertaining to this Agreement including records of food purchased, daily quantities prepared and delivered, daily menu records, nutrition information from food products and receipts used, and delivery receipts. Such records will be made available by Ferndale to representatives of the Michigan Department of Education, USDA, and the U.S. General Accounting Office, at any reasonable time and place.

11.2. **Taxes and Assessments.** Ferndale shall be responsible for payment when due of all federal, state, local and other governmental taxes or assessments that become due in connection with its employees who perform the food services under this Agreement.

11.3. **Licenses.** Ferndale shall obtain all necessary licenses and permits necessary or convenient for it to perform the food service, except Hazel Park shall obtain maintain a State of Michigan license for operation of the food service at the Hazel Park facilities. Ferndale shall not do anything that may cause a loss or suspension of such license. Licenses and permits are non-transferable. Should this Agreement terminate prior to the expiration of any license and or permits, a pro-rated value of the license or permit shall be charged to Hazel Park.

Section 12. Collections and Fees.

12.1. **Collections.** All revenues shall accrue to the benefit of Ferndale's food service account except for any Hazel Park vending machine sales and operations which shall be the sole property of Hazel Park. Ferndale records shall determine the number of paid, free, and reduced student meals. Ferndale shall file all claims and will receive all NSLP reimbursements for credit to Ferndale's food service account.

Section 13. Direct and Indirect Costs.

13.1. **Direct Costs.** On a monthly basis, Hazel Park shall notify Ferndale in writing of all allowable direct costs incurred by Hazel Park that are attributable to the support or operation of the food service program and Hazel Park facilities. The Parties agree to review and finalize these direct costs to be billed to the Ferndale food service account.

13.2. **Indirect Costs.** On a monthly basis, Hazel Park shall notify Ferndale in writing of all allowable indirect costs incurred by Hazel Park that are attributable to the support or operation of the food service program and Hazel Park facilities. The Parties agree to review and finalize these indirect costs to be billed to the Ferndale food service account.

13.3. **Payment of Costs.** All direct and indirect costs will be attributed to the cost and expenses of the Hazel Park facilities. If the revenues of from the Hazel Park facilities are not sufficient to pay for these direct or indirect costs, Hazel Park shall be responsible for paying such costs.

Section 14. General Terms and Conditions.

14.1. **Governing Law.** This Agreement, its construction, validity, effect, performance and enforcement shall be governed by and construed under the laws of the State of Michigan.

14.2. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to operation of the food services, and supersedes all prior or contemporaneous negotiations, discussions or understanding. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement.

14.3. **Severability.** Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal with valid jurisdiction, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect.

14.4. **Captions.** All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

14.5. **Construction and Effect.** No failure of either party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other party with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with any of the terms of this Agreement. Waiver by either Party of any particular default shall not affect or impair either party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its terms.

14.6. **Proprietary Materials.** Each party acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to the other or their affiliated and parent companies (collectively "Marks") are proprietary Marks of Ferndale and Hazel Park as their interests may appear, and will not use the Marks of the other for any purpose except as expressly permitted in writing.

14.7. **Notices.** If any notice or other correspondence is required to be delivered under this Agreement ("Notice"), it shall be given in writing, and shall be delivered personally, by overnight delivery service, or by United States mail, postage prepaid, certified mail, return receipt requested, in which event it shall be deemed given upon receipt, to the parties at the following addresses (or to such other address as a party may designate by notice):

To Hazel Park: Hazel Park School District
Attention: Superintendent
1620 Elza Avenue
Hazel Park, Michigan 48030

To Ferndale: Ferndale Public Schools
Attention: Superintendent
2920 Burdette Street
Ferndale, Michigan 48220

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

FERNDALE PUBLIC SCHOOLS

HAZEL PARK SCHOOL DISTRICT

By: (Signed) Blake Prewitt

By: (Signed) Richard Repicky

Title: Superintendent

Title: Superintendent

Date: June 16, 2015

Date: June 9, 2015

Moved by Mrs. Hammonds, supported by Mrs. Adkins, that the Board of Education approve the Cooperative Agreement for Food Services with Ferndale School District for the 2015/16 school year, as presented.

Discussion

None

Roll Call Vote

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

Nays: None

4. M.H.S.A.A. Membership Resolution (August 1, 2015 - July 31, 2016)

Dr. Richard Repicky, Interim Superintendent, recommended that the Board of Education consider approval of the adoption of the M.H.S.A.A. Resolution (August 1, 2015 – July 31, 2016) making the Hazel Park School a member of the Michigan High School Athletic Association.

Moved by Mr. Nagy, supported by Mrs. Hemple, that the Board of Education approve the M.H.S.A.A. Membership Resolution (August 1, 2015 - July 31, 2016), as recommended.

Discussion

None

Roll Call Vote

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

Nays: None

RECOGNITIONS/COMMENDATIONS

None

PUBLIC DISCUSSION

1. Nancy Burlager
Paraprofessional - Ms. Burlager inquired about the signing date on the new superintendent's contract.
2. Petra Felts
95 W. Hayes
Hazel Park - Ms Felts confirmed that she would be employed until the summer meal program closes in mid August.

BOARD MEMBER AND ADMINISTRATION COMMENTS

1. Hazel Park
Board of Education - The Board of Education expressed their compassion to all the Food Service employees. They said this action was a very difficult but necessary decision to outsource the Food Service Department. The Board Members gave each Food Service employee a heartfelt thank you for their years of service.

Members of the Board of Education applauded all the graduation ceremonies at each school and program. Thanked everyone who participated in the Senior All Night Party. The said graduates had a wonderful time.

Board Members thanked the United Oaks Elementary School team for their iTime Presentation.

The Board of Education thanked Dr. Rick Repicky for his leadership and dedicated work over the past several months.
2. Beverly Hinton
Board Vice President - Mrs. Hinton, Board Vice President, thanked Pam Sparks and Kevin Gallatin, high school teachers, for the time they spend with the Robotic Team. She also thanked community member and volunteer Bobby DcDermott, for working with the students on their robotics. The Robotic Team worked together to bring home winning trophies. Way to go!
3. Rick Repicky
Interim Superintendent - Dr. Repicky, Interim Superintendent, thanked the United Oaks Elementary for their iTime Presentation.

Interim Superintendent Repicky thanked all the Food Service employees for their dedication and hard work over the years. Dr. Repicky stated that he truly appreciated all Lisa Randall's extra work over the last several months to help keep things running smoothly. He stated that outsourcing was a very difficult decision that the Board of Education and District had to make.

Dr. Repicky stated that all the graduation ceremonies were excellent, especially Jardon School.

ADJOURNMENT

Moved and supported that the meeting be adjourned at 8:43 p.m.

Unanimous approval.

Respectfully submitted,

Sue Hemple, Secretary
Hazel Park Board of Education