

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

CALL TO ORDER

The Special Meeting of the Hazel Park Board of Education was held at the Ford School Administration Office on February 25, 2015, and was called to order by President Noth at 7:00 p.m.

ROLL CALL

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

APPROVAL OF THE AGENDA

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

Discussion

None

Roll Call Vote

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

ORDER OF BUSINESS

1. Closed Session – Motion to recess into closed session (h) attorney client privilege to consider material exempt from discussion or disclosure by state or federal statute, and for (c) 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(h)(c) of the Open Meeting Act

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

Discussion

None

Roll Call Vote

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

Nays: None

The Board of Education adjourned to a Closed Session at 7:02 p.m. The meeting resumed as an open meeting at 9:01 p.m.

Mr. Ryan Stefanski, Director of Technology, stated that on behalf of Superintendent Meisinger there are several recommendations this evening. First recommendation is to authorize the superintendent to execute the intergovernmental agreement with Oakland ISD to employ human resources services.

DISTRICT SERVICE AGREEMENT FOR

HUMAN RESOURCES DIRECTOR

THIS DISTRICT SERVICE AGREEMENT FOR HUMAN RESOURCES DIRECTOR (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 Human Resources Director to oversee the daily human resources operations of 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 commence on a date mutually agreed upon in writing by the Parties (the "Effective Date"). This Agreement will continue from the Effective Date until June 30, 2017 (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. Oakland Schools shall perform the Services on a full-time basis pursuant to the Districts work calendar.

C. 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.

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

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

F. Oakland Schools may secure a third party consultant or independent contractor to perform the Services on behalf of the District. Oakland Schools' selection of the employee, third party consultant or independent contractor performing the Services shall be subject to the approval of the Superintendent of the District 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 landline, internet services, printer, fax and copy machines, supplies, full-time secretarial/clerical staff assigned to the Human Resources Department 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 all human resources records, staffing reports, personnel records, evaluation or performance review systems, professional development records, compensation and payroll records, benefit records, attendance and leave of absence records, insurance records, employee handbooks, collective bargaining agreements, grievance and arbitration records, worker's compensation and unemployment compensation records, and any and all other documents related to the financial and business operations of the District 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

The District shall pay Oakland Schools the following amounts for the Services:

- A. The Fee shall support a wage of no greater than \$105,000.00 plus benefits to include, cell phone, computer, mileage, in-state conference attendance, and indirect costs. The Fee shall be in an amount not to exceed One Hundred Sixty-Six Thousand and Five Hundred Dollars (\$166,500.00) per fiscal year (July 1 through June 30) for the Services on a cost recovery basis, except the Fee shall be increased commensurate with inflation commencing July 1, 2016 by an amount not to exceed one (1) percent.
- B. In the event this Agreement commences prior to July 1, 2015, the Fee shall be prorated and District shall only be responsible to pay Oakland Schools an amount equal to the actual number of days Services are provided.
- C. The Fee is inclusive of all indirect costs, expenses, mileage, and equipment (except as provided in Paragraph III.A.I.).
- D. District shall reimburse Oakland Schools for the payment of any unemployment benefits as determined or redetermined by the Michigan Unemployment Insurance Agency for any individual assigned to perform the Services set forth in this Agreement.

- E. 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 one hundred eighty (180) 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 one hundred eighty (180) 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 and costs in accordance with Paragraph VIII of this Agreement 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 the respective Superintendents 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 Superintendent. Notices shall be delivered at the following addresses:

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

Mr. James Meisinger
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.

Moved by Mrs. Hemple, supported by Mrs. Hammonds, that the Board of Education authorize the superintendent to execute the intergovernmental agreement with Oakland ISD to employ human resources services, as presented.

Discussion

None

Roll Call Vote

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

Nays: Adkins

Mr. Ryan Stefanski, Director of Technology, recommends on behalf of Superintendent Meisinger that the superintendent evaluates and participate in the RFP that Ferndale School District issues for food services.

Moved by Mrs. Hinton, supported by Mrs. Polowski, that the Board of Education authorize the superintendent to evaluate and participate in the RFP that Ferndale School District issues for food services.

Discussion

None

Roll Call Vote

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

Nays: None

Mr. Ryan Stefanski, Director of Technology, recommends on behalf of Superintendent Meisinger that the board authorize the administration to develop an intergovernmental agreement with Ferndale School District for the provision of transportation services.

Moved by Mrs. Polowski, supported by Mrs. Hinton, that the Board of Education authorize the administration to develop an intergovernmental agreement with Ferndale School District for the provision of transportation services.

Discussion

None

Roll Call Vote

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

Nays: None

Mr. Ryan Stefanski, Director of Technology, recommends on behalf of Superintendent Meisinger that the Board of Education authorize the issuance of Request for Proposals (RFP) for the outsourcing of secretarial services.

Moved by Mrs. Hemple, supported by Mrs. Hammonds, that the Board of Education authorize the issuance of Request for Proposals (RFP) for the outsourcing of secretarial services.

Discussion

None

Roll Call Vote

Yeas: Hemple, Hammonds, Hinton, Polowski, Noth

Nays: Nagy

Abstain: Adkins – Conflict of Interest

Mr. Ryan Stefanski, Director of Technology, recommends on behalf of Superintendent Meisinger that the Board of Education approve issuing layoff notices for up to 90 members, from amongst all categories, in the paraprofessional group.

Moved by Mrs. Adkins, supported by Mrs. Hammonds, that the Board of Education approves issuing layoff notices for up to 90 members, from amongst all categories, in the paraprofessional group

Discussion

None

Roll Call Vote

Yeas: Adkins, Hammonds, Hinton, Polowski

Nays: Nagy

Abstain: Hemple – Conflict of Interest, Noth – Conflict of Interest

PUBLIC DISCUSSION

1. Rachel Keeton - Mrs. Keeton held a discussion with Mrs. Rachel Noth, Board President and Mrs. Sue Hemple, Board Secretary regarding the recommendations this evening. Mrs. Keeton asked how did the district's deficit grow to this magnitude? Who is responsible for what has happened? Mrs. Keeton expressed her concern about families that live in Hazel Park and about the fear of employees losing their jobs.
48 W. Jarvis
Hazel Park

BOARD MEMBER AND ADMINISTRATION COMMENTS

1. Rachel Noth - Mrs. Rachel Noth, Board President, stated that it is still unclear how the District has come to have a deficit of this amount. Possibly employees were in positions and didn't have adequate knowledge for their job. The board's main objective is to do what is best for the District. The alternative will be for Lansing to come in and take over the District.
Board President

ADJOURNMENT

Moved and supported that the meeting be adjourned at 9:13 p.m.

Unanimous approval.

Respectfully submitted,

Sue Hemple, Secretary
Hazel Park Board of Education