

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 December 15, 2014, and was called to order by President Nagy at 7:30 p.m.

ROLL CALL

Members Present: Nagy, Polowski, C. Hemple, Hammonds, Cook, S. Hemple, Rasmusson

Members Absent:

Others Present: André, Barlow, Berger, Stefanski, Watripont, Meisinger, 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 Mr. Hemple, supported by Mr. Cook, that the Agenda be approved as written.

Discussion

Mr. James Meisinger, Superintendent, expressed his concerns regarding adjournment into Closed Session to discuss negotiation strategies with a collective bargaining agreement, as written under New Business, item #5. Discussion was held with the Superintendent, Board of Education and Board Counsel regarding the legalness to adjourn in to Closed Session. Mr. James Paterson, Board Counsel, assured the Superintendent and Board of Education that this Closed Session would be an appropriate time to discuss contracts, along with attorney client communications, between himself and the Board of Education. Mr. Meisinger stated that if in the Closed Session individuals or an individuals job capacity are discussed the Board of Education is in violation of the Open Meetings Act. Mr. Paterson agreed topics such as discipline or unilateral changes regarding an individual would not be subject to Closed Session. Mr. Paterson stated that contracts are negotiated in Closed Session with the Board of Education. Mr. Paterson agreed that employees have the right to call for an Open or Closed Session if potentially there were discussion regarding discipline or change in their employment status, but if the Board of Education was going to take action regarding matters such as discipline or employment status it would take place in an Open Meeting.

Roll Call Vote

Yeas: C. Hemple, Cook, Polowski, Hammonds, S. Hemple, Nagy

Nays: Rasmusson

AUDIT OF THE BILLS

Moved by Mr. Hemple, supported by Mrs. Hammonds, that the Bills dated December 8, 2014, be approved as follows: Capital Projects Funds – \$478,626.34; Debt Service Funds – \$2,310.00; Special Revenue Funds – \$96,661.34; General Fund – \$648,797.41; Total Expenditures – \$1,226,395.09.

Discussion

None

Roll Call Vote

Yeas: C. Hemple, Hammonds, Polowski, Cook, S. Hemple, Rasmusson, Nagy

Nays: None

SPECIAL ORDER OF BUSINESS

1. Students of the Month – Secondary

- | | | |
|--|---|-------------------------------|
| a) Andrew Adkins (8 th Grade) | - | Hazel Park Junior High School |
| b) Marques Hill (12 th Grade) | - | Hazel Park High School |

Superintendent Meisinger introduced the Junior High Student of the Month, Andrew Adkins, commented on his individual achievements and goals, then presented him with a certificate of achievement. He also asked his 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

Hazel Park Junior High School Teacher, Denise Robinson

Ms. Amy Zitzelberger, Hazel Park High School Teacher, introduced Ms. Denise Robinson, Hazel Park Junior High Teacher, and reflected on her many accomplishments in her teaching career. Ms. Robinson thanked the Board of Education, administration and her colleagues for this commendation.

3. Alumni of Hazel Park Schools Presentation – Part II

Mrs. Dawn Gafa-Davis, Hazel Park High School Teacher, present part II of the Alumni of Hazel Park Schools. Mrs. Gafa-Davis presented short videos from Hazel Park Alumni Roger Cooper, Amelia Eramya, Ronnie Jandou, and Leon LaBrecque expressing how their Hazel Park education has helped them be successful today.

4. Hoover Elementary School – Focus School Report

Mrs. Leslie Baker, Hoover Elementary School Principal, gave a report to the Board of Education regarding Hoover Elementary School being identified as a Focus School. She stated that Focus Schools are identified as the ten percent (10%) of Michigan schools having the widest gap in student achievement between their highest and lowest performing students. She indicated that some of the “richest” districts have Focus Schools. Mrs. Baker explained the strategies that Hoover Elementary School has

implemented to improve this achievement gap: adopted a new curriculum, teacher in-services, iTime, Fountas and Pinnel Reading Assessments, Math Assessments, before and after-school intervention, and mentorship with students.

CONSENT AGENDA

1. Approval of Minutes – to be approved as written
 - a) November 17, 2014, Regular Meeting and Closed Session

2. Conference Reports – to be received and filed
 - a) **Emily Avendt**, Psychologist at Edison M.A.X., attended the “MI Assoc. of School Psychologist Fall Conference” on October 27 – 28, 2014, in Novi. (Conference report submitted - Title 2, Part A funds)

 - b) **Lisa Bernys**, Teacher at United Oaks Elementary School, attended “School Improvement/iTime with Scott Felkey” conference on November 13, 2014, at Hazel Park Schools Administration Building. (Conference report submitted - Title 2, Part A funds)

 - c) **Beverly Blair**, Teacher at Hazel Park Junior High School, attended the “Social Studies Council Meeting” on October 31, 2014, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)

 - d) **Jill Border**, Teacher at Advantage, attended “2/3 Grade Level Curriculum Meeting” October 28, 2014, at Hazel Park Schools Administration Building. (Conference report submitted - Title 2, Part A funds)

 - e) **Jill Border**, Teacher at Advantage, attended “2/3 Grade Level Curriculum Meeting” September 24, 2014, at Hazel Park Schools Administration Building. (Conference report submitted - Title 2, Part A funds)

 - f) **Katherine Byerly**, Social Worker at Edison M.A.X., attended the “Why Try Level 2” conference on October 15 – 16, 2014, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)

 - g) **Jerry Carroll**, Teacher at Webb Elementary School, attended the “Grade Level Meeting” on November 29, 2014, at the Hazel Park Schools Administration Building. (Conference report submitted - Title 2, Part A funds)

 - h) **Ruth Davidson**, Teacher at Webb Elementary School, attended the “2nd Grade – Grade Level Meeting Topic Writing” conference on October 28, 2014, at the Hazel Park Schools Administration Building. (Conference report submitted - Title 2, Part A funds)

 - i) **Mary Eidson**, Teacher at Hazel Park High School, attended the “CFE District Contact Meeting” on November 12, 2014, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)

- j) **Ashley Filpula**, Teacher at Hazel Park High School, attended the “MDE Full School Improvement ” conference on November 18, 2014, in Lansing. (Conference report submitted - Title 2, Part A funds)
- k) **Carrie Fresch-Irwin**, Teacher at United Oaks Elementary School, attended the “Continuous Improvement Sustaining Student” conference on November 18, 2014, in Lansing. (Conference report submitted - Title 2, Part A funds)
- l) **Dawn Gafa-Davis**, Teacher at Hazel Park High School, attended the “National Drop-out Prevention Network” conference on November 2 – 5, 2014, in Louisville, KY. (Conference report submitted - Title 2, Part A funds)
- m) **Toby Gordon**, Teacher at Hazel Park High School, attended the “AdvancEd Michigan Fall Conference 2014” on November 6 – 7, 2014, in Novi. (Conference report submitted - Title 2, Part A funds)
- n) **Jackie Haymes**, Teacher at Advantage, attended the “4th/5th Grade Level Curriculum Meetings” on September 25, 2014, at the Hazel Park Schools Administration Building. (Conference report submitted - Title 2, Part A funds)
- o) **Rebecca Hughes**, Teacher at Webb Elementary School, attended the “Pearson Inform” conference on September 5, 2014, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)
- p) **Cheryl Kelly**, Teacher at Hazel Park High School, attended the “AdvancEd Michigan Fall Conference 2014” on November 6 – 7, 2014, in Novi. (Conference report submitted - Title 2, Part A funds)
- q) **Janet Langtry**, Counselor at Hazel Park Junior High School, attended the “Critical Issues in Youth, Self-Injurious Behaviors” conference on October 24, 2014, in Troy. (Conference report submitted - Title 2, Part A funds)
- r) **Janet Langtry**, Counselor at Hazel Park Junior High School, attended the “Middle School Tour” conference on October 30, 2014, in Royal Oak. (Conference report submitted - Title 2, Part A funds)
- s) **Lynne Lawson**, Secretary at Hoover Elementary School, attended the “Epi-pen Training” on October 24, 2014, in Troy. (Conference report submitted - Title 2, Part A funds)
- t) **Larry Marks**, Psychologist at Hoover Elementary School, attended the “SLD Stakeholders III” conference on November 13, 2014, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)
- u) **Darcy Platt**, Teacher at Webb Elementary School, attended the “Improving Students’ Writing” conference on October 27, 2014, at the Hazel Park Schools Administration Building. (Conference report submitted - Title 2, Part A funds)

- v) **Caryn Ross**, Teacher at Hazel Park High School, attended the “National Drop-out Prevention Network” conference on November 2 – 5, 2014, in Louisville, KY. (Conference report submitted - Title 2, Part A funds)
- w) **Tammy Scholz**, Teacher at Hazel Park Junior High School, attended the “AdvancEd Michigan Fall Conference 2014” on November 6 – 7, 2014, in Novi. (Conference report submitted - Title 2, Part A funds)
- x) **Kelly Sims**, Teacher at United Oaks Elementary School, attended the “MDE Full School Improvement ” conference on November 18, 2014, in Lansing. (Conference report submitted - Title 2, Part A funds)
- y) **Nancy Sly**, Teacher at Hazel Park High School, attended the “Michigan Art Education” conference on November 13 – 16, 2014, in Lansing. (Conference report submitted - Title 2, Part A funds)
- z) **Karen Tylenda**, Psychologist at Hazel Park Junior High School, attended the “Addressing Mental Health Needs in the Schools ” conference on November 24 2014, at Oakland ISD. (Conference report submitted - Title 2, Part A funds)
- aa) **Lisa VanderHagen**, Teacher at Hoover Elementary School, attended the “Improving Students’ Writing” conference on October 28, 2014, at the Hazel Park Schools Administration Building. (Conference report submitted - Title 2, Part A funds)

3. Monthly Budgetary and Financial Report – To Be Received and Filed

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

Roll Call Vote

Yeas: C. Hemple, Cook, Polowski, Hammonds, S. Hemple, Rasmusson, Nagy

Nays: None

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

None

UNFINISHED BUSINESS

None

NEW BUSINESS

1. Hazel Park Memorial Library Partnership with Hazel Park School District Resolution

Mrs. Corrine Stocker, Hazel Park Library Director, reviewed the process of establishing a District Library. She stated that both the City of Hazel Park and the School District of Hazel Park must approve the District Library Agreement and Resolution before the library can move forward as a District Library. The library is struggling financially, it currently exists as a Public Act 164 library. Ms. Stocker explained the library's current source of revenue and the cuts that have occurred over time. She stated that partnering with the District and City would allow the library to secure financial stability and local control. Ms. Stocker stated that the intention is to raise the millage from the current 1.96 mills to 3 mills. Ms. Stocker indicated that with the additional millage funds the library will be better equipped to service the community, as well as increasing partnerships with the schools. The 1 mill increase will cost the residents approximately \$20.00 per year.

DISTRICT LIBRARY AGREEMENT

THIS DISTRICT LIBRARY AGREEMENT is entered into as of the 23rd day of December, 2014 by and between the City of Hazel Park ("City") and the Hazel Park Schools ("School District"), County of Oakland, (collectively referred to as the "Participating Municipalities") pursuant to the District Library Establishment Act, 1989 PA 24, MCL 397.171, et seq., (the "Act").

The Participating Municipalities agree to establish a district library pursuant to the Act in order to assure continued library services to the area described in Exhibit A and depicted in Exhibit A-1 attached hereto and made a part hereof. The governing bodies of the Participating Municipalities have determined that it is in the best interests of the residents of their respective communities to provide library services by establishing a district library. The governing body of the Hazel Park Memorial Library has also determined it is in the best interests of the residents and approved the establishment of a district library under this Agreement as required by the Act.

Therefore, in consideration of the premises and other mutual obligations and promises, the Parties agree as follows:

I. ESTABLISHMENT

A. **Name.** As of the effective date of this Agreement, the Participating Municipalities hereby establish a district library pursuant to the Act to be known as the "Hazel Park District Library" (the "District Library"), having all of the powers granted to such district libraries by the Act.

B. **Participating Municipalities.** The Participating Municipalities to this Agreement are the City of Hazel Park ("City") and the Hazel Park Schools ("School District").

C. **Territory of the District Library.** The territory of the Participating Municipalities included within the District Library shall be as described in Exhibit A (the "District") and depicted in Exhibit A-1.

D. **Effective Date of the Agreement.** The Effective Date of the Agreement shall be December 31, 2014.

II. LIBRARY BOARD

A. **Governing Board.**

1. **Permanent Elected Board.** The District Library shall be governed by a board (the "Library Board") which shall consist of seven (7) members to be elected at large from the Library District. Board members shall be elected on nonpartisan ballots.

a. *First Election.* The first election of the Library Board members shall take place at the same time as the first regularly scheduled election of School District board members occurring on or after the thirteenth Monday following the appointment of the first member of the Provisional Library Board as set forth in Paragraph A.2 below.

b. *Terms.* The four (4) persons receiving the most votes at the first election of Library Board members shall have four (4) year terms, and the three (3) remaining persons elected to the Library Board shall have two (2) year terms. After the first election, Library Board members shall be elected at general elections for four (4) years.

c. *Beginning of Terms.* The term of office of the Library Board members shall begin at the same time as the term of a School District Board member elected at the same election.

2. **Provisional Library Board.** From the Effective Date of the Agreement until the permanent Library Board is elected and qualified, the Provisional Library Board shall consist of seven (7) members appointed by the City.

B. **Authority.** The Library Board shall have all the powers enumerated in Section 12 of the Act, MCL 397.182, all the powers enumerated in the District Library Financing Act, MCL 397.281, *et seq*, and any other powers granted by law, including but not limited to the following:

1. Establish, maintain, and operate a public library for the District.
2. Appoint and remove officers from among its members.
3. Appoint and remove a librarian and necessary assistants and fix their compensation.
4. Purchase, sell, convey, lease, or otherwise acquire or dispose of real or personal property, including, but not limited to, land contracts and installment purchase contracts.
5. Erect buildings.

6. Supervise and control District Library property.
7. Enter into a contract to receive library-related service from or give library-related service to a library or a municipality within or without the District.
8. Adopt bylaws and regulations, not inconsistent with this Act, governing the Library Board and the District Library.
9. Propose and levy upon approval of the electors as provided in this Act a tax for support of the District Library.
10. Borrow money pursuant to the District Library Financing Act, 1988 PA 265, MCL 397.281 to 397.290.
11. Issue bonds pursuant to the District Library Financing Act, 1988 PA 265, MCL 397.281 to 397.290.
12. Accept gifts and grants for the District Library.
13. Do any other thing necessary for conducting the District Library service, the cost of which shall be charged against the District Library fund.
14. Exercise any other power authorized by law.

C. **Expenses and Compensation.** The District Library may reimburse Library Board members for necessary expenses that Library Board members incur in the performance of their official duties and may compensate Library Board members pursuant to Section 12(2) of the Act, MCL 397.182.

D. **Vacancy.** The office of a Library Board member becomes vacant when the incumbent dies, resigns, is convicted of a felony, is removed from office by the governor pursuant to section 10 of Article V of the State Constitution of 1963, or ceases to be a resident of the district. In addition, the office of an appointed provisional Library Board member becomes vacant when the incumbent ceases to be a resident of the Participating Municipality that appointed the incumbent.

1. **Provisional Board Vacancy.** In the event of a vacancy in the appointed provisional board, the City shall appoint a replacement therefor within two (2) months of the vacancy who shall serve until the end of the term of the member being replaced. In the event no such replacement shall have been appointed by the City at the end of the two-month period, the Library Board shall have the power to appoint such replacement, whose term shall extend to the end of the term of the Library Board member being replaced and who shall be a resident of the City.

2. **Elected Board Vacancy.** In the event that a vacancy occurs in the elected Library Board, the vacancy shall be filled until the expiration of the vacating Library Board member's term by appointment of the majority of the remaining board members. If the vacancy occurs 140 or more days before the regularly-scheduled election of Library Board members that follows the beginning of the term of the Library Board member vacating office

and that term is four (4) years, the following apply: (1) the vacancy shall be filled by appointment by majority vote of the remaining Library Board members only until the next date on which the term of any Library Board member expires and (2) the Library Board member shall be elected at the regularly-scheduled election of Library Board members next following the occurrence of the vacancy to fill the vacancy for the remainder of the term of the Library Board member vacating office.

E. **Removal.** In accordance with Section 8(2) of the Act, MCL 397.178(2), the Governor of the State of Michigan shall have the power to remove a member of the Library Board for cause, pursuant to the provisions of Section 10 of Article V of the State Constitution of 1963, as amended.

III. FUNDING AND PROPERTY

A. **Funding.**

1. **General Funding.** Except during the period commencing the Effective Date of the Agreement and continuing until the District Library authorizes and levies a districtwide millage (“Interim Period”), funds necessary for the operation of the District Library shall be derived from state aid, grants, penal fines, donations and bequests, if any, a districtwide millage or other millage, if any, authorized to be levied upon taxpayers of the District and any other source authorized by law.

Library funds on hand with the Hazel Park Memorial Library, including any trusts or endowments including but not limited to the Library Fund Balance (“Library Funds”), shall be transferred to the District Library into a District Library fund in accordance with the terms of this Agreement. Upon the Effective Date of the Agreement, the total amount of the fund balances of each Library Fund (each Library Fund that is identified in the 2014 audited financial records) of the Hazel Park Memorial Library shall be transferred to the District Library.

To the extent any monies or property from any source whatsoever are received by either of the Participating Municipalities designated for the operation and administration of community library services or acquisition of books or equipment or other real or personal property for community library use, such Participating Municipality shall transfer such monies and personal property upon receipt thereof to the District Library.

2. **Interim Period Funding.** During the Interim Period, the operation of the District Library will be funded from revenues derived from state aid, penal fines, grants, donations and bequests, if any, as stated more fully in Section III.A.1 above. In addition, during the Interim Period, the Participating Municipalities shall provide appropriations to the District Library as follows:

a. **City Funding.** During the Interim Period, the City will continue to levy the maximum authorized millage rate of 2.0 mills, as reduced by the Headlee Amendment. By signing this Agreement, the Library Board of the Hazel Park Memorial Library also agrees and approves during the Interim Period the annual levy of the maximum authorized millage of 2.0 mills, as reduced by the Headlee Amendment. The City shall deposit the proceeds of the millage in the District Library Fund. Aside from levying the maximum authorized millage as stated more fully in this paragraph, the City shall have no (0%) additional obligation to provide funds for the District Library during the Interim Period or at any other time.

- b. *School District Funding.* The School District shall have no (0%) obligation to provide funds for the District Library during the Interim Period or at any other time, unless agreed to by the Board of Education of the School District after the District Library is formed.
- B. **Budget.** The Library Board shall annually determine and approve the Library's Budget.
- C. **Fiscal Year.** Unless otherwise changed by the Library Board after the Effective Date of this Agreement, the fiscal year of the District Library shall be the annual period commencing July 1 and ending the following June 30, provided that the initial fiscal year shall commence on the Effective Date of this Agreement and shall end on June 30, 2015.
- D. **Personal Property Transfer.** As of the Effective Date of this Agreement, personal property described in Exhibit B, whether tangible or intangible, of the Hazel Park Memorial Library relating to the Hazel Park Memorial Library shall be transferred pursuant to the terms of the Property Transfer Agreement substantially in the form attached as Exhibit C, and conditioned upon the City and/or Hazel Park Memorial Library and the District Library entering into the following:
1. The assumption of contractual obligations of the Hazel Park Memorial Library associated with the operation of the Library listed on the Assignment and Assumption of Contracts agreement, substantially in the form attached as Exhibit C-2; and
 2. An Employee Transfer Agreement, substantially in the form attached to this Agreement as Exhibit D;
 3. The Lease of Real Property, substantially in the form attached to this Agreement as Exhibit E.
 4. A Fiscal Agency Agreement, substantially in the form attached as Exhibit F to this Agreement.
- D. **Real Property.** Upon the Effective Date of the Agreement, the District Library shall assume enter into a Lease agreement for property located at 123 E 9 Mile Rd, Hazel Park, MI 48030 substantially in the form and for the property legally described in the Lease attached as Exhibit E.
- E. **Contractual Obligations.** Contractual obligations of the City of Hazel Park and the Hazel Park Memorial Library associated with the operation of the Library listed on Exhibit C-2 shall be assumed by the District Library on the Effective Date of this Agreement.
- F. **Indemnification and Other Obligations of Library Board.** As a condition of the transfer of property or funds to the District Library and to the extent permitted by law, the District Library shall be required to indemnify the City, School District and Hazel Park Memorial Library (collectively referred to as the "Parties") against all claims, demands, actions, citations or legal proceedings arising from or relating to the operation by the Library Board of the District Library after the Effective Date of this Agreement, as provided in Exhibit C, and shall be required to obtain insurance coverage in amounts reasonably determined by the Parties to meet such liabilities. Such insurance policies shall name the Parties as additional insureds. The Hazel Park Memorial Library shall be required to notify the District Library of any and all pending, probable or threatened claims,

demands, actions, citations or legal proceedings that arise on or before the effective date of the Agreement (“Pre-Existing Claims”) and the Hazel Park Memorial Library shall indemnify the District Library against Pre-Existing Claims.

IV. EMPLOYEES

A. **Employee Transfer.** Upon the Effective Date of the Agreement, the Employees of the Hazel Park Memorial Library shall be transferred to the District Library under the terms and conditions provided in the Employee Transfer Agreement substantially in the form attached as Exhibit D. Before the date upon which the Former Library employees are transferred to the District Library, the Former Library shall give notice to all employees as required by Section 1 of the Employee Transfer Agreement attached as Exhibit D. The City shall amend the group health insurance plans and MERS agreement to reflect the district library as the new employer.

V. OTHER PROVISIONS

A. **Dissolution of District Library/Distribution of Assets.** The District Library shall be dissolved if all but one Participating Municipality withdraws from the District Library as provided in Section V.B. Upon such dissolution, the Hazel Park Memorial Library shall be reinstated in accordance with the City, Village and Township Libraries Act, 1877 PA 164, MCL 397.201, *et seq.*, and all assets of the District Library shall revert to the Hazel Park Memorial Library.

B. **Withdrawal from Agreement.** Any Participating Municipality may withdraw from the District Library in accordance with Section 24 of the Act, MCL 397.194, provided that no Participating Municipality may adopt a resolution authorizing its withdrawal prior to one (1) year from the Effective Date of the Agreement. In the event the withdrawal of the Participating Municipality would cause the dissolution of the District Library, such withdrawal and dissolution shall be subject to the requirements specified in Section V.A of this Agreement. In the event the withdrawal of a Participating Municipality would not cause the dissolution of the District Library, the assets belonging to the District Library would remain the property of the District Library.

D. **Addition of Other Municipalities.** Any city, village, township or county (a “Municipality”) may become a Participating Municipality to this Agreement and all or a portion of the territory of the Municipality be added to the District if:

1. The governing body of the Municipality resolves by majority vote that the Municipality become a Participating Municipality to this Agreement and that all or a portion of the territory of the Municipality be added to the District.

2. The governing body of the Municipality files a certified copy of its resolution with the chairperson of the Library Board.

3. The Library Board adopts a resolution authorizing amendments to this Agreement reflecting the addition of the Municipality and the territory of the Municipality to the District, and specifying the changes in Library Board representation or the percentage of funds necessary for the establishment and operation of the District Library to be provided by the Municipality within six (6) months of the date of receipt of the resolution of the Municipality.

4. The electors of the Municipality or the portion of the territory of the Municipality to be added to the District shall have approved the levy of the district-wide millage, if any, by majority of the electors voting on the question.

5. The amendment to the agreement shall be reviewed and approved by the State Librarian as required by Section 5(2) of the Act, MCL 397.175(2).

E. **Remedies.** In the event of failure by any of the Parties to perform its obligations under this Agreement, the other Parties, and each of them separately, shall have the power to seek such remedies as shall be available to them at law or in equity, including actions for mandamus.

F. **Amendment.** This Agreement may be amended in writing upon the consent of all of the legislative bodies of the Participating Municipalities, pursuant to Section 4(1)(e) of the Act, MCL 397.174(1)(e) and a majority of the District Library Board appointed and serving and upon approval of the State Librarian as provided in Section 5 of the Act, MCL 397.175.

G. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

H. **Severability.** If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

I. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed and all of which shall constitute one and the same agreement, and the signature of any Participating Municipality to any counterpart shall be deemed a signature to and may be appended to any other counterpart.

IN WITNESS WHEREOF, the Participating Municipalities have caused this Agreement to be duly executed as of the date first written above.

HAZEL PARK SCHOOLS

By: James D. Meisinger (Signed)
Its: Superintendent, Hazel Park Schools

CITY OF HAZEL PARK

By: _____
Its: _____

HAZEL PARK MEMORIAL LIBRARY

By: _____
Its: _____

EXHIBIT A

The District Library shall be comprised of all that territory which is currently located in the jurisdictional limits of the City of Hazel Park, and the Hazel Park Schools, Oakland County, excluding the portion of the Hazel Park Schools that is located outside of the jurisdictional limits of the City of Hazel Park, Oakland County.

EXHIBIT A-1

[Attach Map of District]

EXHIBIT B**PERSONAL PROPERTY**

The following assets, including personal property and other funds, belong to the Hazel Park Memorial Library and are held for library purposes, including but not limited to:

1. All personal property located in the Hazel Park Memorial Library, 123 E 9 Mile Rd, Hazel Park, MI 48030 on the Effective Date of the Agreement, including but not limited to:
 - a. All books, magazines, books on tape, compact discs, videos, and DVDs.
 - b. All computers, equipment for the network and all other hardware and software.
 - c. All tables, chairs, desks, and filing cabinets.
 - d. All Library records.
 - e. All supplies.
2. All shelving and cabinets located in the Hazel Park Memorial Library, 123 E 9 Mile Rd, Hazel Park, MI 48030 on the Effective Date of the Agreement.
3. Hazel Park Library cash and other assets.

EXHIBIT C**PROPERTY TRANSFER AGREEMENT****TRANSFER OF ASSETS AND ASSUMPTION OF
LIABILITIES AND CONTRACTUAL OBLIGATIONS**

THIS AGREEMENT is entered into as of the _____ day of _____, 2014, by and between the City of Hazel Park (hereinafter "City"), Hazel Park Memorial Library and the Hazel Park District Library (hereinafter "District Library").

WHEREAS, the District Library was established by agreement effective as of December 31, 2014 ("District Library Agreement") entered into by the City and the Hazel Park Schools ("School District") in accordance with the District Library Establishment Act, Act 24 of the Public Acts of 1989, as amended, to provide library services in the School District and the City boundaries;

WHEREAS, the Hazel Park Memorial Library has operated a Hazel Park Memorial Library (the "Hazel Park Memorial Library") and the financial records of the Hazel Park Memorial Library have been maintained on the same fiscal year as that of the City which ends on each June 30; and the financial records of the Hazel Park Memorial Library have been audited separately from those of the City.

THEREFORE, in consideration of the premises, the City, the Hazel Park Memorial Library and the District Library agree as follows:

1. The Hazel Park Memorial Library shall close the fiscal year of the Hazel Park Memorial Library as of the Effective Date of the District Library Agreement.
2. At its own cost, the District Library shall either audit the financial statement of the Hazel Park Memorial Library for the period of July 1, 2014 through the Effective Date of the District Library Agreement (as defined in the District Library Agreement) or shall cause the financial statements of the Hazel Park Memorial Library for the period July 1, 2014 through the Effective Date of the District Library Agreement to be audited. The District Library shall provide at no cost to the City a copy of the audited statements for the Hazel Park Memorial Library for the short fiscal year ending on the Effective Date of the District Library Agreement upon completion and release by the certified public accountant performing the audit.
3. On December 31, 2014, subject to the terms of this Property Transfer Agreement and pursuant to the terms of the Bill of Sale attached as Exhibit C-1 to this Agreement, the Hazel Park Memorial Library shall transfer all of the tangible and intangible personal property assets of the Hazel Park Memorial Library, including (a) the Library Fund held in the City of Hazel Park treasury (which would include any trusts or endowments,) ("Hazel Park Memorial Library Fund") and (b) all Hazel Park Memorial Library assets, to the District Library listed in Exhibit B of the District Library Agreement subject to all the liabilities and contractual obligations to the District Library.

The Hazel Park Memorial Library and the District Library shall execute the Bill of Sale attached as Schedule C-1 to this Property Transfer Agreement. The District Library shall have authority to dispose of such property as authorized by the District Library Board if it is no longer needed for library purposes.

- 4. The City shall act as an interim fiscal agent of the District Library and shall continue to account for the funds of the District Library as an agency fund of the City pursuant to the Fiscal Agency Agreement, substantially in the form attached as Exhibit F to this District Library Agreement.
- 5. The Hazel Park Memorial Library shall assign and the District Library accepts the assignment of the Library Contracts set forth in Exhibit C-2 to this Property Transfer Agreement. The Hazel Park Memorial Library and the District Library shall execute the Assignment and Assumption of Contracts attached as Exhibit C-2 to the Property Transfer Agreement.
- 6. The City shall lease employees to the District Library as set forth in the Employee Lease Agreement attached as Exhibit D to the District Library Agreement.
- 7. The City shall enter into the Lease of Real Property, substantially in the form attached to this Agreement as Exhibit E to the District Library Agreement. 8. In the event of failure by either party to perform its obligations under this Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

IN WITNESS WHEREOF, the City, the Hazel Park Memorial Library, and the District Library shall have executed this Agreement as of the date first indicated above by and through their respective duly authorized representatives.

HAZEL PARK DISTRICT LIBRARY

By: _____

Its: _____

HAZEL PARK MEMORIAL LIBRARY

By: _____

Its: _____

CITY OF HAZEL PARK

By: _____

Its: _____

EXHIBIT C-1

BILL OF SALE

This Bill of Sale is made as of the _____ day of _____, 2014, between **HAZEL PARK MEMORIAL LIBRARY**, a Michigan library established pursuant to 1877 PA 164, ("Seller"), and the **HAZEL PARK DISTRICT LIBRARY**, a Michigan library established pursuant to the District Library Establishment Act, 1989 PA 24 ("Purchaser").

For valuable consideration, Seller transfers and conveys to Purchaser all of Seller's right, title and interest in and to all of the tangible and intangible personal property used by Seller in providing Hazel Park Memorial Library services, including, without limitation, all of the books, furniture, equipment, and other personal property located in or used in connection with the Hazel Park Memorial Library located at 123 E 9 Mile Rd, Hazel Park, MI 48030, and all books, records, reports, documents, instruments and agreements evidencing, detailing or pertaining to any of the personal property, and the Seller's rights therein. The personal property transferred to the Purchaser shall include, without limitation, the items listed in Exhibit 1 attached hereto. None of the personal property is subject to any claim, lien, encumbrance or interest of any kind or nature.

Except as expressly provided herein, Seller makes the transfer under this Bill of Sale without any representation, warranty or guaranty, whether express, implied or statutory, including any warranty of condition, merchantability, habitability or fitness for a particular use or purpose. This transfer is made as is, where is, and with all faults.

Purchaser accepts delivery of the personal property and assumes all risk of loss and responsibility for the performance and compliance with any contractual agreement or undertaking related to any of the personal property or any of the Seller's rights therein.

This Bill of Sale is made as of the date written above.

HAZEL PARK DISTRICT LIBRARY

By: _____

Its: _____

HAZEL PARK MEMORIAL LIBRARY

By: _____

Its: _____

Exhibit 1 to Bill of Sale

PERSONAL PROPERTY

The following assets, including personal property and other funds, belong to the Hazel Park Memorial Library and are held for library purposes, including but not limited to:

1. All personal property located in the Hazel Park Memorial Library, 123 E 9 Mile Rd, Hazel Park, MI 48030 on the Effective Date of the Agreement, including but not limited to:
 - a. All books, magazines, books on tape, compact discs, videos, and DVDs.
 - b. All computers, equipment for the network and all other hardware and software.
 - c. All tables, chairs, desks, and filing cabinets.
 - d. All Library records.
 - e. All supplies.
2. All shelving and cabinets located in the Hazel Park Memorial Library, 123 E 9 Mile Rd, Hazel Park, MI 48030 on the Effective Date of the Agreement.
3. Hazel Park Library cash and other assets.

EXHIBIT C-2 TO PROPERTY TRANSFER AGREEMENT

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (“Assignment”) is made as of the _____ day of _____, 2014 between the Hazel Park Memorial Library and the Hazel Park District Library (“District Library”).

For valuable consideration, the Hazel Park Memorial Library assigns, conveys and transfers to the District Library, and the District Library accepts, acquires and assumes the obligations of the Hazel Park Memorial Library under the agreements attached hereto as Exhibit A (“Agreements”).

The Hazel Park Memorial Library warrants that, based on information and representations made to it by its Library Board, it has substantially performed and complied with all its covenants and agreements under the Agreements, and that no event has occurred or condition exists which is an event of default or breach of the Agreements.

The District Library assumes the covenants, agreements, obligations and responsibilities of the Hazel Park Memorial Library under the Agreements from and after the date of this Assignment.

IN WITNESS WHEREOF, the Hazel Park Memorial Library and the Hazel Park District Library have caused this assignment to be executed by their duly authorized officers.

HAZEL PARK MEMORIAL LIBRARY

By: _____

Its: _____

HAZEL PARK DISTRICT LIBRARY

By: _____

Its: _____

**EXHIBIT A TO THE ASSIGNMENT AND
ASSUMPTION OF CONTRACTS**

The Library Network (TLN)
Jeanne Markowski PC Services
Amazon
Comerica
Televend Services
Staples
Brodart
Demco
Plante Moran
Unique Management Services
Comcast
Rose Pest Solutions
Premier Business Products
5-Points Elevator, LLC
Michigan Municipal League (MML)
DTE Energy
Consumers Energy
Tringali
Baker & Taylor
Cengage

EXHIBIT D

EMPLOYEE TRANSFER AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 2014, by and between the Hazel Park Memorial Library (hereinafter “Public Library”), and the Hazel Park District Library (hereinafter “District Library”).

WHEREAS, the District Library was established by agreement effective as of December 31, 2014 (“District Library Agreement”) entered into by the City and the Hazel Park Schools (“School District”) in accordance with the District Library Establishment Act, Act 24 of the Public Acts of 1989, as amended, to provide library services in the School District and the City boundaries;

WHEREAS, Section IV.A of the District Library Agreement requires that the District Library will hire each employee of the Public Library as of the Effective Date of the District Library Agreement, if such employee is desirous of such employment, under certain terms and conditions set forth herein; and

WHEREAS, the purpose of this Employee Transfer Agreement is to implement such provisions and fulfill such conditions.

THEREFORE, in consideration of the premises, the parties agree as follows:

1. On the date that the Public Library approves the District Library Agreement, the Public Library shall give notice or shall have caused notice to be given to all Public Library employees who are employees on the date that the Public Library approves the District Library Agreement (the "Public Library Employees") that the Public Library will cease operating a public library and that the Public Library will be terminating its employer relationship with all Public Library Employees as of the Effective Date of the District Library Agreement.

2. Commencing on the Effective Date of the District Library Agreement, the District Library shall offer employment to each Public Library Employee, in accordance with the applicable law and to the best of its ability, with the following:

a. All Public Library Employees shall be offered and given seniority credits and sick leave, vacation, insurance and pension credits in accordance with the records of the Public Library with respect to those employees.

b. All Public Library Employees who were members and beneficiaries of any pension or retirement system or other benefits established by the Public Library shall continue to have rights, privileges, benefits, obligations and status with respect to those systems.

c. The District Library shall assume the obligations of the Public Library with regard to wages, salaries, hours, working conditions, sick leave, health and welfare and pension or retirement provisions for all Public Library Employees who accept employment with the District Library.

d. To the extent Public Library Employees were not guaranteed sick leave, health and welfare and pension or retirement pay based on seniority, the District Library shall not be required to provide these benefits retroactively. Furthermore, the employment status of the Public Library Employees will transfer to the employment relationship with the District Library (i.e. employee working on a part-time basis for 20 hours for the Public Library will only be eligible for employment as a part-time employee for 20 hours for the District Library.)

e. Any Public Library Employee who is transferred to a position with the District Library shall, by reason of such transfer, be placed in a substantially similar position with respect to current workers' compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits that such employee enjoyed as an employee of the Public Library.

3. The Public Library shall indemnify the District Library against any costs or liabilities arising from the termination by the Public Library of the Public Library Employees, resulting from the cessation by the Public Library of its responsibilities to provide public library services or the hiring or offering to hire such employees by the District Library or both.

4. In the event of failure by either party to perform its obligations under this Employee Transfer Agreement, the other party shall have the power to seek such remedies as shall be available to it at law or in equity, including actions for mandamus.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their respective duly authorized representatives as of the date first indicated above.

WITNESS:

HAZEL PARK MEMORIAL LIBRARY

By: _____
Its: _____

HAZEL PARK DISTRICT LIBRARY

By: _____
Its: _____

EXHIBIT E

BUILDING LEASE

This Lease is made this ___ day of _____, 2014 ("Effective Date") by and between the City of Hazel Park, hereinafter designated as the Landlord, and the Hazel Park District Library, hereinafter designated as the Tenant.

1. **Term.** In consideration of the covenants and agreements to be performed by the Tenant and the Landlord under this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises commonly known as the Hazel Park District Library, located in the City of Hazel Park, County of Oakland, Michigan, as more particularly described on attached Attachment 1 ("Premises"), for a period of ____ (___) years beginning from the Effective Date of this Agreement.

2. **Consideration.** In consideration of this Lease, Tenant shall pay Landlord rent in the amount of \$1.00 per year, payable on the Effective Date of this Agreement.

3. **Tenant's Responsibilities.** Without limiting the foregoing, the Tenant agrees as follows:

- a. The Tenant shall not perform or permit any acts or carry on any practices which may injure the building and structures on the Premises, and shall keep the Premises, or cause the Premises to be kept, clean and free from rubbish, and dirt in full compliance with all applicable laws and ordinances.

- b. The Tenant shall be responsible for the risk of loss of all the personal property on the Premises and shall ensure that fire and extended coverage insurance is obtained on the Tenant's personal property located in the Premises in amounts reasonably deemed adequate by the Tenant to fully insure such personal property.
- c. The Tenant shall be solely responsible for the provision, maintenance and repair of any interior signs relating to the use of the Premises.
- d. The Tenant shall pay for all gas, water, heat, electricity, light, or any other communication or utility service used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due.
- e. The Tenant shall perform all necessary exterior painting and repair to the exterior of the building, including the maintenance, repair or replacement of the roof.
- f. The Tenant shall maintain in good repair and condition and replace when necessary all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the Premises, and shall make all repairs, replacements and upgrades to such Premises' fixtures and equipment.
- g. The Tenant shall at all times during the term of this Lease ensure that the Premises is insured against loss or damage caused by fire, with extended coverage, boiler and machinery, water damage and windstorm damage, in an amount not less than one hundred percent (100%) of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost without deduction for physical depreciation. The Tenant shall name the Landlord as an additional insured on such insurance policy.
- h. The Tenant shall provide comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises, or arising out of the improvement, repair or alteration of the Premises. The limits of such insurance shall be not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in aggregate. The Tenant shall furnish the Landlord a binder renewing the insurance policy at least 30 days before the policy expires. The policy or binder shall name the Landlord and the Hazel Park Schools as an additional insured and shall provide for at least 30 days' notice of any change in coverage or of cancellation.

- i. The Tenant shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as it deems necessary.
- j. It is understood and agreed that if the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Tenant will repair and restore the same to good tenantable condition with reasonable dispatch. The Tenant shall remove its damaged goods, wares, equipment or property within a reasonable time to permit the repair and restoration.
- h. The Tenant agrees to provide custodial service.
- j. The Tenant shall be solely responsible for the provision, maintenance and repair of any exterior signs relating to the use of the Premises.

4. **Landlord's Responsibilities.**

- a. The Landlord shall pay for the telephone service used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due.
- b. The Landlord agrees to provide maintenance service to the Tenant in the same manner as it provides services for other City of Hazel Park properties, including but not limited to mowing, snow removal, lawn and landscaping maintenance services. The Landlord shall indemnify the Tenant against all claims arising from or relating to the maintenance as provided for in this Agreement and shall be required to obtain insurance coverage in amounts reasonably determined by the Parties to meet such liabilities. Such insurance policies shall name the Tenant as an additional insured party.

5. **Major Capital Improvements.** The Tenant shall not change the facade of the Premises or undergo any major capital improvements without prior written approval of the Landlord, which the Landlord shall not unreasonably deny.

6. **Assignment of Lease.** The Tenant and the Landlord covenant not to assign or transfer this Lease under any circumstances without the prior written consent of the other party, which shall not be unreasonably withheld.

7. **Use for Library Purposes.** It is understood and agreed between the parties hereto that the Premises during the continuance of this Lease shall be used and occupied for providing public library services. Further, Tenant will not use or permit or suffer the use of the Premises for any purpose in violation of any federal or state law, municipal ordinance or regulation, including but not limited to the federal Americans with Disabilities Act and the Michigan Persons with Disabilities' Civil Rights Act. The parties expressly agree that the Tenant may, during the term

of this Lease, move the operations of the public library services to a temporary location in order to construct improvements to the Premises.

8. **Improvements.** It is understood and agreed that during the course of this Lease or any previous leases, that there will be certain furniture, fixtures, and other improvements that will or have been added to the property by the Tenant which shall not alter the basic structure of the property, and the Tenant shall have the right to remove all such improvements upon the termination of the Lease with the exception of any permanent improvements which they shall have made to the heating and/or plumbing or electrical facilities which shall become part of the real property and remain as such at the termination of the Lease.

9. **Termination/Remedies for Breach of Lease.**

- a. The Tenant may terminate this Lease upon six (6) months' written notice to Landlord.
- b. If Tenant shall breach or fail to perform any of the promises and agreements in this Lease, and such failure is not cured within sixty (60) days after written notice from Landlord, Landlord may commence such performance at Tenant's cost and expense or terminate this Lease and reenter and repossess the Premises.
- c. If the Landlord shall breach or fail to perform any of the promises and agreements in this Lease and such failure is not cured within sixty (60) days after written notice from Tenant, Tenant may commence such performance at Landlord's cost and expense or terminate this Lease.

10. **Right of Entry.** The Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, reasonable hours being defined as hours when the Library is open to the public or in a clear emergency, notification of the Library Director or any of the Board of Trustees, within a timely fashion.

11. **Waivers.** One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

12. **Notice.** Whenever notice of any kind is required under this Lease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with first class postage prepaid.

HAZEL PARK DISTRICT LIBRARY

By: _____

Its: _____

CITY OF HAZEL PARK

By: _____

Its: _____

EXHIBIT F**INTERIM FISCAL AGENCY AGREEMENT**

THIS AGREEMENT is entered into as of the _____ day of _____, 2014, by and between the City of Hazel Park (hereinafter "City") and the Hazel Park District Library (hereinafter "District Library").

WHEREAS, the District Library was established by agreement effective as of December 31, 2014 (the "Effective Date of the District Library Agreement") entered into by the City and the Hazel Park Schools ("School District") in accordance with the District Library Establishment Act, Act 24 of the Public Acts of 1989, as amended, to provide library services in the School District and the City boundaries.

WHEREAS, the Hazel Park Memorial Library has operated the Hazel Park Memorial Library (the "Hazel Park Memorial Library") and the financial records of the Hazel Park Memorial Library have been maintained on the same fiscal year as that of the City which ends on each June 30; and the financial records of the Hazel Park Memorial Library have been audited separately from those of the City.

THEREFORE, in consideration of the premises, the City and the District Library agree as follows:

1. **City as Fiscal Agent.** The City, acting by and through the City Treasurer, shall hold, maintain, disperse and invest the monies deposited in the District Library Fund as provided for by this Agreement. The City shall also be responsible for payroll and management of the benefits on behalf of the District Library employees.

2. **Exclusive Control.** As provided in Section 12(3) of the District Library Establishment Act, 1989 PA 24, MCL 397.171 *et seq*, the Library Board shall have exclusive control over the expenditures of all monies collected to the credit of the District Library fund. Nothing in this Agreement shall be interpreted to waive that exclusive control.

3. **Library Obligations.** The Library shall provide the City with a detailed budget. Each month and as needed, the Library, through its authorized agent, shall prepare and present to the City a statement of the invoices to be paid from the District Library Fund, having attached to the invoice/voucher written evidence of the approval of such payment.

4. **Acceptance of Duty to Act as Fiscal Agent.** The City hereby agrees to perform the duties of Fiscal Agent described in this Agreement and in the statutes, rules, regulations and court decisions applicable to the expenditure of library funds as follows:

a. The Fiscal Agent shall carry out its obligations described in paragraph 1 above under this Agreement using the same degree of care and skill it would use in the conduct of its own affairs.

b. The Fiscal Agent shall not be responsible for any statement, warranty or representation made by the Library to the public relating to the District Library Fund or the use thereof.

c. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, the Fiscal Agent shall be entitled to rely on a certificate signed by a duly authorized representative of the Library as sufficient evidence of the facts described in such instrument, paper, proceeding or certificate.

d. Unless otherwise notified in writing by the Library, the City shall apply all laws applicable to the City relating to the holding of City monies to the management of the library fund.

5. **Fees and Expenses of Fiscal Agent.** The Fiscal Agent shall be entitled to \$750.00 fee per month payable on the first day of each month for services rendered, provided, however, that the Fiscal Agent shall not be entitled to any setoff for payment of such fees against the amounts held by the Fiscal Agent under this Agreement.

6. **Term.** This Agreement shall terminate one (1) year from the Effective Date of the District Library Agreement unless terminated pursuant to paragraph 7 below.

7. **Termination.** This Agreement shall be terminated upon sixty (60) days' written notice by either party.

8. **Amendment.** This Agreement may be amended at any time by the parties hereto in writing.

9. **Governing Law.** This Agreement shall be construed under the laws of the State of Michigan.

10. **Severability.** If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstance shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatsoever.

IN WITNESS WHEREOF, the City and the District Library shall have executed this Agreement as of the date first indicated above by and through their respective duly authorized representatives.

HAZEL PARK DISTRICT LIBRARY

By: _____

Its: _____

CITY OF HAZEL PARK

By: _____

Its: _____

Moved by Mr. Cook, supported by Mr. Hemple, that the Board of Education approves the District Library Agreement, with the liability policy amendment.

Discussion

Discussion was held regarding this matter, and the Board of Education, Superintendent and Mr. James Paterson, Board Counsel asked questions of Ms. Stocker. Mr. Paterson requested that the District be named insured on the liability policy, just the same as the City. Mr. Paterson also indicated that the District would have no financial obligation to the library, and the millage would be voted on during a school election.

Roll Call Vote

Yeas: Cook, C. Hemple, Polowski, Hammonds, S. Hemple, Rasmusson, Nagy

Nays: None

HAZEL PARK SCHOOLS

RESOLUTION APPROVING DISTRICT LIBRARY AGREEMENT

At a regular meeting of the School Board of the Hazel Park Schools ("School District"), Oakland County, Michigan, held at the Regular Meeting on the 15th day of December 2014.

PRESENT: Nagy, Polowski, C. Hemple, Hammonds, Cook, S. Hemple, Rasmusson

ABSENT: None

The following Resolution was offered by Ryan Cook and seconded by Charles Hemple.

WHEREAS, pursuant to the District Library Establishment Act, 1989 PA 24, ("DLEA"), a District Library Agreement has been presented to the School District substantially in the form on file with the School Board Secretary (the "Agreement") for the purpose of establishing a district library to be known as the Hazel Park District Library (the "District Library") with the City of Hazel Park ("City") and the School District as participating municipalities; and

WHEREAS, pursuant to the DLEA, the City will soon approve entry in to the Agreement; and

WHEREAS, pursuant to the DLEA, the Hazel Park Memorial Library Board, the governing body of the existing Hazel Park Memorial Library, has reviewed the Agreement and will soon approve entry into this Agreement; and

WHEREAS, prior to the establishment of the District Library under the DLEA, it is necessary for the School District to consider and approve the Agreement; and

WHEREAS, the School District desires to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED by the School Board of the Hazel Park Schools as follows:

1. The School District has determined that it is necessary and in the best interests of the public and the School District residents to establish the Hazel Park District Library pursuant to the DLEA.
2. The School District hereby approves the Agreement attached as an Exhibit to this Resolution and hereby authorizes the President, Secretary and/or Superintendent to execute and deliver the Agreement and to execute and deliver any other certificates or documents as may be required by the Library of Michigan.
3. The School District authorizes the Superintendent and/or President to make any non-substantive changes to the Agreement, or changes required by the Library of Michigan or State Librarian, if required before the Agreement is approved by the State Librarian.
4. The Effective Date of this Agreement shall be as stated in Section I.D of the Agreement.
5. All resolutions or motions and parts of resolutions or motions in conflict with this resolution are hereby repealed to the

ADOPTED:

YEAS: 7

NAYS: 0

RESOLUTION DECLARED ADOPTED.

2. Employees will not make copies of software from school computers or networks.
3. Employees will not install any software on District computers without permission from the local building or District technology support staff.
4. Employees will not give computer software to others unless it is clearly identified as in the public domain, as freeware, or if employees have written permission from the copyright owner.
5. Employees understand that any illegal installation of copyrighted software on District computers is prohibited. The District upholds the copyright laws of the United States as it applies to computer programs or licenses owned by the District.
6. Employees will not knowingly or intentionally introduce a virus, worm, Trojan horse, **malware**, etc. into any computer system, **electronic device, or network**.
7. Employees will not try to obtain staff passwords and will not read or alter other user's files unless as a supervisor that knowledge is required to perform a job function.
8. Employees will not damage any computer systems, computer hardware, or alter files or software residing on any District computers.
9. Employees will not allow another user, staff or student, to use a computer while logged in with his/her ID.
10. Employees will not create or forward any type of chain mail (i.e. computer virus notification, good luck notices, etc.)
11. Employees will not try to gain unauthorized access to computers, servers or networks within or outside of the District.
12. Employees will not modify the existing hardware setup of any District technology without permission from local building technology support staff or District technology support staff. Employees will not use a ~~modem, or an Ethernet or wireless hub on a computer~~ **network switch, router, or wireless access point** without permission from District technology support staff.

It is each staff member's responsibility to report problems or malfunctions to the appropriate systems support personnel as soon as they occur.

Personal use of District technology on duty-free hours is acceptable within the parameters of legality, professional ethics and morality, notwithstanding the aforementioned prohibitions.

The following are illustrative of, (but not exhaustive of), inappropriate use of technology and violate District policy:

- Soliciting or fund raising for personal benefit and/or for causes not related to approved school business. Any district-wide emails must be approved through the Superintendent's Office (i.e. funeral announcements).
- Use of profanity or inappropriate language
- Personal advertising including advertising one's outside commercial/business activities
- Use of technology or networks in an illegal or unethical manner
- Accessing pornographic material
- Any use of the District network that hampers impedes District operations
- Creation of a home page web site on a District owned computer or server without proper identification and authorization
- Use of District time for personal/nonwork non-work related access by staff members
- Activities of any type that are illegal or violate other board policies
- Unauthorized disclosure, use, and dissemination of personal information regarding minors

Hazel Park Schools may at any time make determinations that particular uses of the Internet are or are not consistent with the goals of the Hazel Park Schools.

It is the responsibility of staff to monitor all technology use for students that they are supervising.

Violation of the policy and/or regulation may result in disciplinary action taken in accordance with Hazel Park policy, up to and including termination and/or legal action.

Some examples of non-violations:

- Any school-related club, organization, activity email
- Tickets for sale to benefit a school program
- Activities that benefit the Hazel Park Educational Foundation Promise Zone

Some examples of violations:

- Tickets for sale (personal)
- Use of phone or Internet to run a travel agency or other business
- House for sale
- Advertising a personal business despite being told not to (deck washing, etc.)
- Repeated installation of software
- Accessing pornography
- Installation of p2p software applications

B. Student Technology Code of Ethics and Rules for Technology Use

1. The Board of Education recognizes the major shifts in everyday life and the workplace resulting from the influences of new technologies and telecommunications. The changes brought about by these innovations directly impacts our responsibilities to educate students in preparing them to assume responsible and productive roles as parents, citizens and workers in society. Most profound of these changes are the means by which information is accessed, processed and communicated. These changes will alter instruction and student learning. The Board of Education supports access of students to resources of information previously directly unattainable and the development by the staff of appropriate skills to analyze and evaluate such resources.
2. The immediate access to information by way of technology expands the sources of information and alters the process by which information and material is made available to students. In the past, instructional and library media materials could easily be screened prior to use by committees of school personnel and community members using reasonable selection criteria. Instructional materials were selected based upon their consistency with the adopted Hazel Park Curriculum reflecting the instructional needs, learning styles, abilities and developmental levels of students. Telecommunications will open classrooms to electronic informational resources which have not been screened by educators and selection committees for use by students of various ages. In accordance with the Children's Internet Protection Act (CIPA), Hazel Park Schools has filtering in place to greatly diminish the likelihood of students accessing inappropriate Internet materials.
3. Central to access and distribution of information through electronic means is appropriate and responsible use of the media. The purpose for incorporating telecommunications and technology into the classroom is to enhance established educational goals. Consequently, it becomes fundamental for the staff to provide instruction for students in research and presentation skills to determine selection of instructional materials and the electronic demonstration of learning as to their appropriateness in accomplishing these stated goals.
4. Student behavior in using telecommunications and other forms of technology are governed by the same rules applicable to general school conduct and behavior. Access and use of telecommunications and other forms of technology are viewed as a privilege, not as a right. Codes of Conduct and District Processes and Procedures regulating student behavior are established for each building appropriate for each grade level. Further, all users of technology must comply with the policies, rules and regulations adopted by the Hazel Park Schools and those outlined by Merit and moa.net Oakland ISD and their affiliated Internet Service Provider(s). Students and teachers should to refer to these documents to judge the appropriateness of individual behaviors.
5. Independent use of telecommunications and electronic information sources will be permitted only after the recommendations of educational personnel and receipt of permission forms and agreements signed by parents/guardians and by students themselves. Independent use of telecommunications and electronic information

sources occurs when the individual student controls the technology and makes independent decisions as to what sites are accessed or what information is transmitted or received.

6. The Hazel Park School District supports and respects each family's right to decide whether or not to apply for independent use. Access to telecommunications will enable students to explore thousands of libraries, databases, and bulletin boards while exchanging messages with people throughout the world. The Board of Education believes that the benefits to students from accessing informational resources, and opportunities for collaboration, exceed the disadvantages. Ultimately, parents and guardians of minors are responsible for seeking and conveying the standards that their children should follow when using media and information sources.
7. The use of telecommunications (including e-mail) or any technology equipment by the staff of Hazel Park Schools shall be governed by the same standards that apply to students. Illegal, fraudulent or criminal use of the equipment or communication channels is prohibited and contrary to Board of Education Policy.
8. ~~The Hazel Park School District recognizes the increasing reliance by families on electronic communication devices. In accordance with MCL 380.1303 (2) the Board of Education has adopted a policy which allows students to possess cell phones, pagers, and other personal electronic communication devices subject to the following regulations:~~
 1. ~~Personal electronic communication devices cannot be turned on during the period of time beginning 15 minutes before the start of school until 15 minutes after the end of student's school day.~~
 2. ~~During the time period specified above, personal electronic communication devices are to be kept out of sight in a pocket, purse, backpack or similar location. They may not be worn on a belt or other easily visible location.~~
 3. ~~The administrators in each building shall develop rules which address enforcement of this policy in a manner appropriate to the age of the students affected.~~

8. The Hazel Park School District is compliant with CIPA (Children's Internet Protection Act) regulations including:

- Preventing user access over its network to, or transmission of, inappropriate material via Internet, electronic mail or other forms of electronic communications.
- Preventing unauthorized access and other unlawful online activity
- Preventing unauthorized online disclosure, use or dissemination of personal identification of students.

9. Pursuant to Federal law, students shall receive education about the following:

- Safety and security while using email, chat rooms, social media, and other forms of electronic communications.
- The dangers inherent with the online disclosure of personally identifiable information.
- The consequences of unauthorized access such as hacking, cyberbullying and other unlawful or inappropriate activities by students online.

Moved by Mr. Hemple, supported by Mrs. Polowski, that the Board of Education approves the Board Policy Book Revision, 5150 Technology Acceptable Use, for the First Reading.

Discussion

None

Roll Call Vote

Yeas: C. Hemple, Polowski, Hammonds, Cook, S. Hemple, Rasmusson, Nagy

Nays: None

3. Promise Zone Update

Ms. Kayla Roney, Promise Zone Director, updated the Board of Education on the Promise Zone events this past month. Ms. Roney stated that the Promise Zone organized several speakers to attend the High School Viking Career Expo. She indicated that to the best of her knowledge all the fall scholarships have been processed. Ms. Roney stated that the second annual Race to College dinner will be held February 28, 2015 at the Hazel Park Raceway. Sarah Anthony, Assistant Director of the Michigan College Access Network will facilitate the upcoming Focus Groups with Hazel Park students. Ms. Roney spoke briefly about bringing the Upward Bound Program to Hazel Park students. She also said that the Promise Zone holiday reception will be held at the home of Mr. Bill Hitchcock. Ms. Roney stated that the Skills Trade Event was cancelled due to the power outage at the high school, and she is hopeful it will be rescheduled in the near future.

4. Holiday Basket Update

Mrs. Sherri Polowski, Board Vice President, thanked everyone for the time they gave to assist with Holiday Basket, and a special thank you to Mr. James Knapp, Webb Elementary School Principal, and his wife Mrs. Diane Knapp, for all their help. Mrs. Polowski stated that the Holiday Basket Committee was able to make and distribute 231 baskets to district families, and the committee plans to continue to do the same next year.

5. Closed Session – Motion to recess into closed session for (c) strategy and negotiation session connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing and (h) attorney client privilege to consider material exempt from discussion or disclosure by state or federal statute, which is exempt from disclosure pursuant to Section 8(c)(h) of the Open Meeting Act

Moved by Mr. Hemple, supported by Mr. Cook, that the Board of Education adjourn to a Closed Session.

Discussion

None

Roll Call Vote

Yeas: C. Hemple, Cook, Polowski, Hammonds, S. Hemple, Rasmusson, Nagy

Nays: None

The Board of Education adjourned to a Closed Session at 8:24 p.m. The meeting resumed as an open meeting at 8:45 p.m.

RECOGNITION/COMMENDATION

1. Mary Pirkola, Assistant Child Care Supervisor and GSRP Program Coordinator, would like to thank **Reverend Thrasher** and the congregation of **Redemption Bible Church**, 74 W. 10 Mile Rd, Madison Heights for the generous donation of 15 Thanksgiving baskets. The families who received these baskets were extremely grateful for the kindness shared with them.
2. Ken Mayo, Director of Maintenance, Custodial, Food Services, and Transportation would like to recognize the exemplary work that **Dave Bean, Stephen Bernier, Brian Elyas, Greg Richardson, Allan Sheridan and Jayson Wardrop** from the maintenance department did at the Webb/Jardon complex replacing underground wiring/cabling that had deteriorated and caused power concerns. With these employees team working skills, it saved the district approximately \$20,000 in labor costs from an outside vendor.

PUBLIC DISCUSSION

1. Ladd Biro - Mr. Biro commented on the Promise Zone fundraisers that are or will be occurring at the Hazel Park Raceway.
1650 E. Ten Mile
Hazel Park

BOARD MEMBER AND ADMINISTRATION COMMENTS

1. Board Members - Mrs. Sherre Polowski, Board Vice President, spoke on behalf of the Board of Education thanking Mr. Ryan Cook, Trustee, Mr. Charles Hemple, Secretary and Mr. Rasmusson, Trustee, for their years of service on the Board of Education. The Board Members wished everyone a Merry Christmas and Happy Holidays.

ADJOURNMENT

Moved and supported that the meeting be adjourned at 8:57 p.m.

Unanimous approval.

Respectfully submitted,

Charles E. Hemple, Secretary
Hazel Park Board of Education