

**MINUTES  
BOARD OF EDUCATION  
Livonia Public Schools  
15125 Farmington Road  
Regular Meeting  
January 19, 2016**

President Burton convened the meeting at 7:14 p.m. in the Board Room, 15125 Farmington Road, Livonia.

<b>Members Present</b>	Bonifield, Burton, Centers, Jarvis, Johnson, Laura, McDonnell
<b>Members Absent</b>	None
<b>Art Gallery Stevenson High School Students</b>	Mrs. Jenkins, administrator of communications, recognized students from Stevenson High School for their creative artwork. Students who had artwork on display included: Students Bianca Bouzas, Sarah Dressing, Sydney Queen, Tatiana Smyk, and Alexander Stratton.
<b>Golden Apple Award</b>	Mrs. Jenkins announced and introduced the Golden Apple Award recipient – Randolph Elementary Noon Monitor, Jeanne Duquette. Trustee McDonnell congratulated Mrs. Duquette, presented her with the Golden Apple plaque and pin, and thanked her for all that she does for Randolph students.
<b>Recognition of Board Members</b>	Mrs. Jenkins recognized Board members for their service to the students, staff, and community of Livonia Public Schools. She presented each of them with a certificate of appreciation and read a resolution from the Wayne RESA Board of Education, acknowledging the service and dedication of Board members. Superintendent Oquist thanked Board members for all they do for the students and staff of Livonia Public Schools.
<b>Appointment of Director of Elementary &amp; District Services</b>	<p>It was moved by Mr. Centers and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and employ Cynthia Scott for the position of director of elementary and district services beginning January 19, 2016.</p> <p>Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura, McDonnell Nays: None</p>
<b>Recess</b>	The Board recessed at 7:43 p.m. to visit with guests and

reconvened the meeting at 7:58 p.m.

**Written  
Communication**

None

**Audience  
Communication**

David Roeser, Brian Chinavare, and Megan Bruestle addressed the Board regarding the compensation of Livonia Public Schools' teachers.

**Response to  
Prior Audience  
Communication**

Superintendent Oquist provided information regarding the logistics and facets of some of the LPS Center programs, in response to a parent who had come forward at a previous Board meeting.

**Consent  
Agenda**

It was moved by Mrs. Laura and supported by Mrs. McDonnell that the Board of Education of the Livonia Public Schools School District approve the following consent agenda items as recommended by the superintendent:

V.A. Minutes of the Regular Meeting of December 14, 2015

V.B. Minutes of the Special Meeting of January 4, 2016

V.C. Minutes of the Closed Session of January 4, 2016

VI.A. Bills for Payment—January 20, 2016

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura,  
McDonnell

Nays: None

**Approval of Bid  
Results for  
Elementary  
Community  
Room  
Technology –  
2013 Bond**

It was moved by Mr. Centers and supported by Mrs. Laura that the Board of Education accept the low bid from Digital Age Technologies, Inc. to purchase and install a commercial grade digital projector, electronic display screen, and control equipment housed in a lockable cabinet for each elementary school's multi-purpose community room in the amount of \$185,566 and an additional \$18,567 to be set aside as project contingency. The total cost for this purchase is \$204,133.

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura,  
McDonnell

Nays: None

**Approval of  
Change Order  
for  
Environmental  
Consultant –  
Elementary  
School Projects**

It was moved by Mrs. Jarvis and supported by Mrs. McDonnell that the Board of Education approve the change order for Nova Environmental, Inc. for the 2013 Bond, for a total amount of \$125,000.

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura,  
McDonnell

Nays: None

**Approval of Environmental Consultant – Phase III Upper Elementary & Middle School Projects**

It was moved by Mrs. Bonifield and supported by Mr. Centers that the Board of Education of the Livonia Public Schools School District approve the recommendation from our Owner's Representative, Plante Moran Cresa, to award the contract for the Phase III Upper Elementary and Middle School Environmental Consultant to Arch Environmental Group at a total cost of \$55,000, and authorize Assistant Superintendent Lisa Abbey to negotiate and execute final contracts on behalf of the Board of Education with the recommended contractors.

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura, McDonnell

Nays: None

**Approval of Bid Results for Abatement Contractor – Phase III Elementary School Projects**

It was moved by Mr. Johnson and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District approve the recommendation from our Owner's Representative, Plante Moran Cresa, to approve the abatement project budgets for Grant, \$5,090; Hoover, \$327,000; and Randolph Elementary School, \$95,399 and contingency funds of \$85,498 for a total amount of \$512,987 and authorize Assistant Superintendent Lisa Abbey to negotiate and execute final contract on behalf of the Board of Education with recommended contractors.

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura, McDonnell

Nays: None

**Approval of Bid Results for Abatement Contractor – Phase III Upper Elementary and Middle School Projects**

It was moved by Mrs. McDonnell and supported by Mr. Centers that the Board of Education of the Livonia Public Schools School District approve the recommendation from our Owner's Representative, Plante Moran Cresa, to approve the abatement project budgets for Johnson Upper Elementary \$117,487; and Holmes Middle School, \$93,501 and contingency funds of \$42,197 for a total amount of \$253,185 and authorize Assistant Superintendent Lisa Abbey to negotiate and execute final contracts on behalf of the Board of Education with the recommended contractors.

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura, McDonnell

Nays: None

**Approval of Bid Results for Construction –**

It was moved by Mrs. Laura and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District approve the recommendation from our Owner's

**Phase III  
Elementary  
School Projects**

Representative, Plante Moran Cresa, to award the contract for the Phase III Upper Elementary and Middle School Environmental Consultant to Arch Environmental Group at a total cost of \$55,000, and authorize Assistant Superintendent Lisa Abbey to negotiate and execute final contracts on behalf of the Board of Education with the listed contractors.

Ayes: Bonifield, Centers, Jarvis, Johnson, Laura, McDonnell

Nays: None

Abstain: Burton (A member of her family's company is a supplier to one of the contractors, so she chose to abstain)

**Approval of  
Teacher**

It was moved by Mrs. Jarvis and supported by Mrs. McDonnell that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and offer employment for the 2015-16 school year to the teacher listed below:

<u>Name</u>	<u>Assignment</u>
Holly McGuigan	(1.0) Kindergarten Teacher Buchanan Elementary

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura, McDonnell

Nays: None

**Retirements**

It was moved by Mrs. Bonifield and supported by Mrs. McDonnell that the Board of Education of the Livonia Public Schools School District adopt resolutions of appreciation for the services rendered by:

**Evelina Bryant**, who will retire from the district on January 28, 2016; and will have devoted 11.2 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as an instructional paraprofessional at Holmes Middle School.

**Leslie Cerny**, who retired from the district on December 31, 2015, and devoted 12.4 years of dedicated, loyal, and outstanding service to the students throughout the district as a teacher with the Student Services Department.

**Susan Happ**, who will retire from the district on June 30, 2016, and will have devoted 26 years of dedicated, loyal, and outstanding service to the students of Garfield Elementary School, Cass Elementary School, and Riley Upper Elementary School as a teacher.

**Kathryn Lyman**, who will retire from the district on March 17, 2016, and will have devoted 29.7 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a driver, bookkeeper, and secretary at Transportation, Riley Middle School, Livonia Career Technical Center and the Administration Building.

**Kathleen Paparelli**, who will retire from the district on April 29, 2016, and will have devoted 18.10 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as an elementary clerk and secretary at Buchanan Elementary School, Hoover Elementary School, Tyler Elementary School, Bentley Center, Dickinson Center and Western Wayne Skill Center.

**Paul Serri**, who will retire from the district on June 30, 2016, and will have devoted 41.5 years of dedicated, loyal, and outstanding service to the students of Ford Junior High School, Stevenson High School, and Churchill High School as a teacher.

**Kenneth Sheckell**, who will retire from the district on January 29, 2016, and will have devoted 15 years of dedicated, loyal, and outstanding service to the students of Franklin High School as a teacher.

Ayes: Burton, Centers, Jarvis, Johnson, Laura, McDonnell

Nays: None

Note: Mrs. Bonifield had to step out just prior to the vote being taken

**Approval of  
Resolution in  
Opposition to  
Public Act 269**

It was moved by Mr. Centers and approved by Mr. Johnson that the Board of Education of the Livonia Public Schools School District adopt the resolution in opposition to Public Act 269, specifically to the section that prohibits a public body from communicating any information to the residents of their community within 60 days of an election regarding a local ballot question that is to appear on the ballot.

**RESOLUTION IN OPPOSITION TO PUBLIC ACT 269**

WHEREAS, Governor Snyder signed into law, with immediate effect, Public Act 269 (Senate Bill 571) despite widespread calls for a veto of this bill; and

WHEREAS, both the Michigan Senate and the Michigan House of Representatives passed Senate Bill 571 late into the night of December 16, 2015, just prior to recessing for the year; and

WHEREAS, one of the last minute amendments made to Senate Bill 571, without knowledge of school districts or other local governments, and approved without any public testimony, was the new language inserted into Section 57, subsection (3); and

WHEREAS, this new law prohibits a public body, or a person acting for a public body, from using public funds or resources for the purpose of communicating any information to the electorate regarding a local ballot question that is to appear on the ballot, within 60 days of an election, and

WHEREAS, this law places an immediate gag order on entities with ballot questions on the March 8 ballot and every election thereafter; and

WHEREAS, locally elected and appointed officials have a civic and legal duty to the residents of their communities to fully inform them regarding the issues placed before them, upon which they may exercise their constitutional right to vote; and

WHEREAS, existing laws, including the former language in Section 57, and decades of guidance from the Michigan Secretary of State, already prohibit the use of public funds to advocate for or against ballot issues; and

WHEREAS, existing laws already provided for an allowance for elected

and appointed officials to express their views without fear of violating the act;  
and

WHEREAS, because the new law bans only communication on local ballot issues, it creates inconsistent treatment of statewide ballot questions versus local initiatives; and

WHEREAS, there are substantial questions regarding the constitutionality and legality of the new law, including a possible ban on freedom of speech;

NOW, THEREFORE, BE IT RESOLVED, that the School District of Livonia Public Schools calls for an immediate repeal of the new language in Section 57, subsection (3) of PA 269 of 2016; and

NOW, THEREFORE, BE IT FINALLY RESOLVED, that a copy of this Resolution be forwarded to the Governor and the school district's state representatives in the Michigan House of Representatives and the Michigan Senate.

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura, McDonnell

Nays: None

### Approval of Superintendent Contract

It was moved by Mr. Johnson and supported by Mrs. McDonnell that the Board of Education of the Livonia Public Schools School District approve the following Employment Agreement for Superintendent Andrea Oquist. Further move that the president and secretary of the Board of Education be authorized to sign the agreement on behalf of the Board of Education.

#### SUPERINTENDENT'S EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made by and between the LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT (hereinafter referred to as the "School District"), and ANDREA OQUIST (hereinafter referred to as the "Superintendent").

The School District and the Superintendent agree as follows:

1. The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on January \_\_\_\_, 2016 and terminating on June 30, 2019. On or before, April 1, 2017, and each April 1st thereafter, the Board will formally advise the Superintendent if the School District is not going to extend this Employment Agreement for an additional one (1) year. In the event the Board fails to notify the Superintendent on or before April 1, 2017 or each April 1st thereafter, that it is not going to extend the contract, the contract shall automatically be extended in additional one (1) year incremental periods.

2. The Superintendent agrees that under the terms of this contract, she is denied continuing tenure in her capacity as the Superintendent of the School District and she shall not acquire tenure in such position.

3. The Superintendent's salary shall be payable in equal installments every two (2) weeks. The School District will pay the Superintendent an annual base salary in accordance with the following salary schedule, with the Superintendent being placed on Step One of this schedule for the remainder of the 2015-2016 school year, and advancing one (1) step in each succeeding school year:

<u>Step One</u>	<u>Step Two</u>	<u>Step Three</u>
\$175,000.00	\$182,500.00	\$190,000.00

After the Superintendent has reached Step Three of this schedule, in consultation with the Superintendent, the annual salary for each succeeding year shall be established by the Board of

Education on or before each June 30th of the preceding school year, but in no event shall the established salary be less than the preceding school year. The yearly salary established by the Board of Education shall be reduced to writing each year and signed by the President of the Board of Education.

In addition, the Superintendent shall be paid the sum of \$4,300.00 per school year for having attained a Doctorate degree.

The Superintendent shall also receive longevity pay in accordance with the following schedule, with years referencing complete school years of employment as Superintendent in Livonia Public Schools:

<u>5-8 Years</u>	<u>9-11 Years</u>	<u>12 or More Years</u>
\$5,000.00	\$7,500.00	\$10,000.00

The Superintendent shall also receive merit pay in the annual amount of \$9,100.00 upon her receipt of a performance evaluation from the School Districts Board of Education with an overall rating of at least "Effective." The merit pay will be paid in one (1) lump sum immediately upon the Superintendent's receipt of such a performance evaluation.

4. The Superintendent may enter into a salary reduction agreement to fund a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code of 1954 in accordance with the policies of the School District.

5. The Superintendent shall be reimbursed for reasonable expenditures of travel, meals, entertainment, professional association dues, automobile expenses, conferences and workshops approved by the Board of Education pursuant to any applicable School Board Policy, which expenditures are incurred in acting on the business of the School District. Such expenditures will be reimbursed upon presentation by the Superintendent of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the School District and in conformity with the applicable rules and regulations of the Internal Revenue Service.

6. The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of her employment while she is/was Superintendent. The Superintendent shall give the Board of Education of the School District notice of any claim for defense and indemnification hereunder promptly upon knowledge of any claim or action against her. The Board of Education shall have the right to appoint the attorney and conduct the defense of any such claim or action; provided, however, if the Superintendent fails to fully cooperate in the defense of any claim or action, then this provision of defense, indemnity and save harmless shall become null and void.

This indemnity and hold harmless provision shall survive the expiration of this Agreement.

7. The Superintendent shall receive, during the term of this Agreement, the following additional compensation and fringe benefits:

- A. A vacation period of six (6) weeks per year to be taken at such time as shall be set by mutual agreement between the Superintendent and the President of the Board. Vacation time cannot accumulate in excess of sixty (60) days. Upon termination of this Agreement, unused vacation days will be compensated. The daily rate shall be based upon a 260 day work year.
- B. Health, dental, term life, disability, vision care and other fringe benefits, under the same terms and conditions as are granted by the School District to other employees in central office administrative positions. The Superintendent will contribute toward the cost of said health insurance, in an amount equal to the greatest of the following: (1) the amount contributed by other employees in central office administrative positions, (2) the "hard cap" amount as set forth in Michigan Public Act 152 of 2011, or (c) the 20% amount as set forth in Michigan Public Act 152 of 2011. Payroll deductions are authorized for this purpose.
- C. Commencing in the first payroll period in July, 2016, and in the first payroll period in July of each school year thereafter during the term of this Agreement, the School District shall pay a sum of money to the Superintendent equal to the yearly premiums on a life insurance policy of her choice, said sum not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) per year.

9. The Superintendent shall be evaluated annually by the Board of Education and the evaluation shall be considered in open or closed session, as requested by the Superintendent, in accordance with the provisions of the Open Meetings Act.

10. The Superintendent agrees to submit to such comprehensive medical and/or mental examinations by a District-appointed physician, hospital or clinic, when, in the Board of Education's judgment, such examination is necessary to determine if the Superintendent can perform the essential job duties of her position, or to determine reasonable accommodations necessary to permit her to perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. The cost of the physical and/or mental examination shall be borne by the School District and the Superintendent shall sign such medical release forms, and other documents, which are necessary to permit the Board of Education to receive all of the medical records and physician reports of the physical and/or mental examinations for the purposes provided for in this paragraph.

Each school year of this Employment Agreement, the Superintendent may, in her sole discretion, take a comprehensive physical examination by a physician, hospital or clinic of her choice. The cost of the physical examination shall be borne by the School District. The Board of Education will be advised of any medical information which adversely affects the Superintendent's ability to perform the duties and responsibilities of her position, or any reasonable accommodations which may be necessary in order to permit the Superintendent to perform her essential job duties. Any information so provided by the Superintendent will be kept in the strictest of confidence by the Board of Education and will not be publicly disclosed.

11. The Superintendent shall perform the duties of the Chief Administrative Officer of the School District, including the duties proscribed by Board policy and in the School Code of 1976, as revised, and such other assigned duties as may be established by the Board of Education, and she agrees to obey, fulfill and abide by all rules, regulations, policies and decisions of the Board of Education.

As the Chief Administrative Officer, the Superintendent may organize, reorganize or arrange the departments within the School District, including the assignments/reassignments of administrative and supervisory staff, which in her judgment, best serves the School District and/or provides increased efficiency of operation. The actions of the Superintendent, however, shall not contravene the policies or directives of the Board of Education.

12. The Superintendent shall devote her full time and energy to the performance of her duties in a timely, faithful, diligent, efficient and fiscally responsible manner. The Superintendent further warrants, represents and affirms to the School District:

- A. That she is fully qualified to serve as Superintendent of Schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education;
- B. That she is competent to perform the duties for which she is hired, is possessed of the requisite skill and knowledge to enable her to do so, and that she will faithfully serve and be regardful of the interests of the School District;
- C. That she will perform all duties in accordance with law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District; and
- D. That she will not acquire any interests adverse to that of the School District.

13. The School District may terminate this Agreement, without liability hereunder, for salary and/or fringe benefits, for cause. Acts or omissions constituting cause shall include, but not be limited to, the following: if the Superintendent commits any act of moral turpitude or misconduct; in the event that she is no longer qualified to serve as Superintendent of Schools, if she violates any of the terms or covenants of this Agreement; or if she is physically or mentally disabled. Disabled shall mean the Superintendent's inability to perform the essential job duties and functions of her position, with or without reasonable accommodation, for an aggregate of twelve (12) months during the term of this Agreement.

14. The School District's waiver of a breach of any provision of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education of the School District.



15. Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

16. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its term only by an express written "Modification," denominated as such, and signed by each of the parties hereto.

17. This Agreement is subject to approval by the School District's Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
ANDREA OQUIST  
Superintendent

LIVONIA PUBLIC SCHOOLS  
SCHOOL DISTRICT

\_\_\_\_\_  
Witness Date

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness Date

By: \_\_\_\_\_

Its: \_\_\_\_\_

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura,  
McDonnell

Nays: None

**Recess to  
Closed Session  
for  
Consideration  
of Written Legal  
Opinion from  
Counsel**

It was moved by Mrs. McDonnell and supported by Mr. Centers that the Board of Education of the Livonia Public Schools School District recess to closed session for: **Consideration of Written Legal Opinion from Counsel.**

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura,  
McDonnell

Nays: None

**Recess**

The Board recessed at 9:31 p.m. and resumed the regular meeting at 9:51 p.m.

**Separation  
Agreement**

It was moved by Mrs. Laura and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District approve the separation agreement between the Livonia Public Schools School District, Livonia Education Association (LEA), and Diane Terreault.

Ayes: Bonifield, Burton, Centers, Jarvis, Johnson, Laura,  
McDonnell

Nays: None

**Adjournment**

President Burton adjourned the meeting at 9:55 p.m.

**Off/Supt/jw**