# MINUTES BOARD OF EDUCATION Livonia Public Schools 15125 Farmington Road Regular Meeting June 3, 2013

President Johnson convened the meeting at 7:00 p.m. in the Board Room, 15125 Farmington Road, Livonia.

Members Present Tammy Bonifield, Colleen Burton, Mark Johnson, Dianne Laura,

Eileen McDonnell, Julie Robinson

Members Absent Randy Roulier

Gift to Cooper Elementary

It was moved by Mrs. Laura and supported by Mrs. McDonnell that the Board of Education of the Livonia Public Schools School District accept the generous donation of \$25,000 to Cooper Upper Elementary School from the Nativity United Church of Christ in Livonia.

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

Gift to Coolidge Elementary

It was moved by Mrs. Burton and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District accept the generous donation of \$2,500 from the Coolidge PTA to Coolidge Elementary School.

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

Golden Apple Award – Coolidge Parent Volunteer Lee-Ann Riffe Board secretary Dianne Laura, on behalf of the Board of Education, congratulated Coolidge parent volunteer Lee-Ann Riffe for receiving the Golden Apple Award, thanked her for many hours of dedicated service to Livonia Public Schools staff and students, and presented her with a plaque and pin to commemorate the honor.

Recess

It was moved by Mrs. Burton and supported by Mrs. Robinson that the Board take a recess to visit with quests.

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

The Board recessed at 7:21 p.m.

Reconvene

President Johnson reconvened the Board meeting at 7:30 p.m.

Written
Communication

None

Audience Communication

None

Response to Prior Audience Communication None

#### Consent Agenda

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

- IV.A. Minutes of the Regular Meeting of May 20, 2013
- IV.B. Minutes of the Special Meeting of May 20, 2013
- V.A. Approval of Resolution to Participate in MHSAA
  Authorizes membership in the Michigan High School Athletic
  Association for the 2013-2014 school year
- V.B. Recommendation to Purchase Everyday Mathematics Materials Transitions Student Books for use at Webster at a cost of \$1,048.50, and the annual purchase of student journals for first through fifth grade classes and sixth grade at Webster for \$95,261.40, for a total cost of \$101,125.90
- VI.A. Bills for Payment—June 4, 2013

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

Approval of Sexuality Education Curriculum and Materials

It was moved by Mrs. McDonnell and supported by Mrs. Robinson that the Board of Education of the Livonia Public Schools District adopt the curriculum and approve the purchase of teacher resource materials for Sexuality Education for use in fifth, sixth and seventh grade Center Programs and high school Health classes. The total cost of the purchase is \$308.86.

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

Nomination of Parent to Wayne RESA Parent Advisory Committee It was moved by Mrs. Laura and supported by Mrs. McDonnell that the Board of Education nominate Mrs. Eileen Brandt for a three year term on the Wayne RESA Parent Advisory Committee (PAC). This three year term will commence on the date the nomination is approved by the RESA Board.

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

Approval of Bid Results for Franklin High School Mezzanine Replacement It was moved by Mrs. Bonifield and supported by Mrs. Burton that the Board of Education of the Livonia Public Schools School District, based upon the recommendation of the Construction Manager, George W. Auch & Company, authorize the Construction Manager to prepare the contracts for the Franklin High School Mezzanine replacement for a total cost, including general conditions and fees, of \$372,123.00. Also move that upon receipt of the contracts executed by the contractors and approved payment and performance bonds, Lisa Abbey, director of business services is authorized to sign said contracts on behalf of Livonia Public Schools' Board of Education.

Ayes: Bonifield, Burton, Johnson, Laura, Robinson

Nays: McDonnell

Approval of
Food Service
Cooperative
Agreement with
PlymouthCanton
Community
Schools

It was moved by Mrs. Burton and supported by Mrs. Laura that the Board of Education of the Livonia Public Schools School District adopt the Food Service Agreement below between Plymouth Canton Community Schools and Livonia Public Schools.

### FOOD SERVICE COOPERATIVE AGREEMENT BETWEEN LIVONIA PUBLIC SCHOOLS AND PLYMOUTH-CANTON COMMUNITY SCHOOLS

THIS AGREEMENT is made and entered into on this 1st day of July 2013, by and between PLYMOUTH-CANTON COMMUNITY SCHOOLS, of Plymouth, Michigan, 48170, Party of the FIRST PART, and hereinafter referred to as P-CCS, and Livonia Public Schools, of Livonia, Michigan, the Party of the SECOND PART and hereinafter referred to as LPS.

#### **RECITAL**

The P-CCS and LPS desire to share services and work cooperatively to operate food service programs providing services that exceed the high expectations of its constituents, and whereas the districts believe working cooperatively will enhance operations to achieve this goal, the districts hereby agree to enter into a contract to:

- 1. Share the services of P-CCS's Director of Food Service
- 2. Purchase food supplies from common vendors
- 3. Training and professional development
- 4. Programming
- 5. Share the services of P-CC's Registered Dietician and pay 1/3 of the salary and benefits

The parties agree that this cooperative agreement will continue for a period of two years to include the 2013-2014 and 2014- 2015 school years. Agreement will thereafter be renewed on year to year basis unless either party provides the other with written notice of its intent to terminate this agreement no later than April 1st of each year.

#### WITNESSETH:

The said P-CCS for and in consideration of the agreement and covenants hereinafter mentioned, THAT IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD AS FOLLOWS:

- 1. P-CCS shall not cause or allow any liens to be filed against said districts as a result of any of cooperative activities.
- 2. As consideration herein, P-CCS shall receive payment from LPS for:
  - a. Reimbursement of half of the P-CCS Director of Food Service's wages and benefits on a monthly basis.
    - The first payment for said reimbursement shall be due and owing as of the  $10^{\rm th}$  day of July 2013 and payment shall continue in a like manner during the term of this agreement.
  - b. Reimbursement of P-CCS Director of Food Service expenses associated with operation of LPS food service program
  - c. Reimbursement for agreed upon training and professional development
  - d. Reimbursement of 1/3 time, of the P-CCS Registered Dietician and benefits on a monthly basis. The first payment for said reimbursement shall be due and owing as of the 10th day of July 2013 and payment shall continue in a like manner during the term of this agreement.
- 3. Where applicable and deemed appropriate, P-CCS and LPS shall reimburse the other party for actual percentage cost of shared purchases or services. These purchases and/or services may occur from time to time where volume discounts apply to bulk or volume discounts.
- 4. P-CCS and LPS shall pay all operating expenses relating to such food service operations within their individual districts, and shall furnish all labor, equipment and all other equipment and supplies necessary to provide meal services in accordance with the usual food service practices in this area, and shall comply with all government programs and regulations as applicable.
- 5. This agreement is not to be assigned, in part or in whole, by P-CCS or LPS, without the written permission of the other party.
- 6. This agreement shall be binding upon and inure to the benefit of and be obligatory upon the parties hereto.
- This agreement is not intended to create nor does it create any partnership or joint venture between P-CCS and LPS, and neither party hereto is liable for the debts of any other party hereto.
- 8. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Michigan.
- 9. LPS agrees not to hire any P-CCS staff assigned to provide services associated with this agreement for a period of not less than two years after the expiration of termination.

- 10. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.
- 11. P-CCS and LPS, at their own cost and expense during the term of this agreement, shall maintain and keep in effect liability insurance, workers compensation, unemployment and all necessary agreements to pay obligations and defend itself against claims
- 12. This agreement shall not in any way interfere with any non-food service operations present or future of either party.
- 13. This agreement may be terminated in the event of default by any party hereto, by giving notice of such default, in writing, served upon the offending party by mailing, giving the offending party thirty (30) days in which to correct the default; and if not so corrected, the agreement terminates. The parties hereto may also avail themselves of any remedy provided for under the then existing laws of the State of Michigan.
- 14. The invalidity of any provision of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15. This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
- 16. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by either party or any authorized representative of each party.

IN WITNESS WHEREOF, both parties have hereunto set their hands on this 1st day of July 2013.

By:	Livonia Public Schools
Ву:	PLYMOUTH-CANTON COMMUNITY SCHOOLS
Witness:	
By:	

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

#### Approval of Purchase of Buses

It was moved by Mrs. Robinson and supported by Mrs. McDonnell that the Board of Education of the Livonia Public Schools School District accept the bid recommendation for 20 new diesel fuel buses from the low bidder, Holland Bus Company/Blue Bird Buses at prices of \$46,509.00, \$82,688.00, and \$98,518.00 for a total cost of \$1,495,487.00.

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

#### 40 Year Resolution – Lawrence Novak

It was moved by Mrs. Laura and supported by Mrs. Robinson that the Board of Education of the Livonia Public Schools School District accept the proposed resolution of appreciation for 40 years of full-time service with the district for Lawrence Novak.

WHEREAS, The Board of Education is desirous of recognizing loyal and longstanding service to the Livonia Public Schools School District; and,

WHEREAS, It has come to the attention of the Board that Lawrence Novak completed 40 years of full-time employment in the Livonia Public Schools on September 11, 2012; and,

WHEREAS, In an era where many and varied employment opportunities often result in numerous work assignments, it is rare to encounter employees who have remained loyal to employers for over 40 years; and,

WHEREAS, It is a testament to both the quality of the work environment in the Livonia Public Schools School District and the steadfastness and dedication of its workforce, that Lawrence Novak has attained a 40-year record of employment with the school district; and

WHEREAS, He has given of his talents, time, and efforts in fulfilling his many and varied responsibilities as a custodian at Lincoln Elementary School, Hull Elementary School, Dickinson, and Roosevelt Elementary School;

NOW, THEREFORE, BE IT RESOLVED That the Board of Education hereby expresses appreciation and gratitude to Lawrence Novak for his sincere and dedicated service to the Livonia Public Schools and extends its best wishes to Lawrence Novak on reaching this milestone in his professional career.

Ayes: Bonifield, Burton, Johnson, Laura, Robinson, Roulier

Navs: None

#### Resignations

The Board was informed of the resignations of Michele Frayer and Amanda O'Loughlin, effective June 30, 2013.

#### Retirements

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

**Kimberly Kehres** who will retire from the district on June 30, 2013, and will have devoted 16.5 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Riley Middle School, LPS Shared Time Program, and Emerson Middle School.

**Deborah Norman** who will retire from the district on June 30, 2013, and will have devoted 23 years of dedicated, loyal, and outstanding service to the students of Kennedy Elementary School as a teacher.

**Barbara Petrosky** who will retire from the district on June 30, 2013, and will have devoted 21 years of dedicated, loyal, and outstanding service to the students of McKinley Elementary School, Adams Elementary School, and Roosevelt Elementary School as a teacher.

**Carolyn Siewicki** who will retire from the district on June 13, 2013, and will have devoted 17 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Hayes

Elementary School, Garfield Elementary School, Marshall Elementary School, Cooper Elementary School, Hoover Elementary School, Buchanan Elementary School, Roosevelt Elementary School, Adams Elementary School, Churchill High School, and Franklin High School.

**Deborah Zivkovich** who retired from the district on January 30, 2013, and has devoted 11.6 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional with the Transportation Department.

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

# Notification of Discontinuance of Teaching Contracts

It was moved by Mrs. Bonifield and supported by Mrs. Burton that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent that the teachers as listed be laid off for the school year 2013-14 and that their teaching contracts not be renewed at the end of the 2012-13 school year. It is further resolved that the records show that the reasons for this action are a result of the budget process, the district's financial situation, enrollment changes, teachers returning from leave, and program changes. Be it further resolved that the Board of Education direct the secretary of the Board to send a letter to each of the individuals listed, officially notifying them that their teaching contracts will not be renewed at the end of the 2012-13 school year and that they will be laid off as teachers in the Livonia Public Schools School District.

First Name	Last Name	Seniority Date	Location
JULIE	ADAMS	8/30/1999	HOLMES (.4 Health)/ KENNEDY (.4 Physical Education)
HALEY	ALBERTSEN	8/30/2012	KENNEDY (1.0 Grade 3)
RACHEL	BANKS	8/29/2012	CLEVELAND (1.0 Grade 4)
VICTORIA	BARBIERI	9/17/2012	COOLIDGE (1.0 Special Education)
MATTHEW	BENTLEY	8/30/1999	RILEY (1.0 Physical Education)
BROOKE	BREWSTER	8/30/2012	STEVENSON (.8 Art)/ CHURCHILL (.2 Art)
SHERRI	BROWN	8/28/2012	RILEY (.8 Teacher of Speech and Language)
MEGAN	BRUESTLE	9/19/2011	RANDOLPH (1.0 Grade 1)
JOSEPH	BUBLITZ	2/13/2012	EMERSON (.6 Success Strategies/.4 Title 1)
LISA	CARDENAS	8/30/2012	GRANT (1.0 Grade 2)
CAROLYN	CORP	8/30/2012	HOOVER (1.0 Kindergarten)
MARY- MARGARET	CROMBEZ	9/17/2012	PERRINVILLE CTR (.6 Preschool)
PATRICK	DAUGHERTY	8/30/1999	CHURCHILL (1.0 Physical Education)
KIMBERLY	DAUGHERTY	8/30/2012	ROOSEVELT (1.0 Grade 1)
KATRINA	DEKLEINE	8/28/2012	FROST (.6 Teacher of Speech & Language)
LAURA	DERDA	12/10/2012	CHURCHILL (1.0 ELA)
BENJAMIN	DEWEY	10/11/2010	EMERSON (.8 Business)/ FRANKLIN (.2 Business)
DAWN	DRABICKI	8/30/2012	GARFIELD (1.0 Grade 4)
STEPHANIE	GIDLEY	9/21/2012	HAYES (1.0 Grade 1)

LINDSAY	GRAY	9/12/2011	STEVENSON (.6 Business)
JILLIAN	HALL	8/30/2011	FRANKLIN (.6 Counselor)
LAURA	HILLYER	8/30/2011	STUDENT SERVICES (1.0 Visually Impaired)
CHRISTA	HINDERLITER	8/30/1999	BUCHANAN (.6 Phys. Education)/ JOHNSON (.4 Phys. Education)
EMILY	HISER	1/7/2013	RILEY (1.0 Special Education)
BRENDA	HOWE	2/23/2011	HAYES (1.0 Grade 3)
CHRISTOPHER	KELBERT	8/24/2000	EMERSON (.6 Science)/ FRANKLIN (.4 Health)
CAROL	KLUN	9/3/2008	STUDENT SERVICES (1.0 Occupational Therapist)
LEEANN	KUCHTA	8/30/2011	ROSEDALE (.3 Music)/RILEY (.7 Music)
LISA	LEE	11/11/2009	CHURCHILL (1.0 Math)
MICHELLE	LEE	1/22/2013	FROST (1.0 Counselor)
LYNNE	LOHMEYER	8/28/2012	KENNEDY (1.0 Visually Impaired)
KELSEY	MACK	2/29/2012	BUCHANAN (1.0 Kindergarten)
RITA	MAGDOWSKI	8/30/2006	STUDENT SERVICES (1.0 Occupational Therapist)
MELINDA	MAGOULICK	12/10/2012	GRANT (1.0 Grade 4)
RACHEL	MAJEWSKI	1/24/2011	KENNEDY (1.0 Kindergarten)
ANASTASIA	MCKORWIN	8/27/2008	FRANKLIN (.6 German)/ FROST (.4 German)
RICHARD	MESTDAGH	8/29/2007	FRANKLIN (1.0 Social Studies)
CYNTHIA	MILLER	11/9/2010	CASS (1.0 Kindergarten)
THOMAS	MISKINIS	11/15/2010	STEVENSON (1.0 Social Studies)
LEANN	MITCHELL- GORDON	9/20/2010	HOOVER (.6 Art)/CASS (.3 Art)/ CLEVELAND (.1 Art)
MICHELE	MORELLO	1/28/2013	FRANKLIN (1.0 Special Education)
JANETTE	MOW	8/31/2010	CHURCHILL (1.0 Counselor)
AMY	NICHOLS	8/28/2012	PERRINVILLE (1.0 Teach of Speech and Language)
LORI	NIKOLOPOULOS- JOHNSON	9/24/2012	CHURCHILL (.6 Special Education)
REBECCA	NOVACK	8/29/2007	FRANKLIN (.6 Social Studies)
MEGHAN	ORT	8/30/2012	GRANT (1.0 Kindergarten)
ANDREW	PESCI	8/28/2012	CHURCHILL (1.0 ELA)
CHRISTINA	PLACINTA	1/7/2013	HOLMES (1.0 Special Education)
SARAH	PLUM	8/30/1999	ROSEVELT (.4 Phys. Education/ ROSEDALE (.2 Physical Education)
AMY	POTERACKI	8/30/2012	GARFIELD (1.0 Grade 1)
MARTHA	PTASHNIK	8/29/2007	CHURCHILL (1.0 Math)
AMANDA	RAUPP	2/20/2013	FROST (.8 Math)
AARON	RIEDER	8/30/2006	CHURCHILL (1.0 Science)
DAVID	ROESER	8/30/2012	FRANKLIN (.4 Industrial Technology)
LAURA	SCHEEL	8/30/2006	CHURCHILL (1.0 Science)
ERIC	SCHMIDT	8/29/2007	EMERSON (1.0 Social Studies)
LYNNE	SCHULZ	8/28/2012	STEVENSON (.8 Math)
LAURA	SHANNON	8/30/2011	CHURCHILL (.8 German)/ EMERSON (.2 German)

JOSHUA	SKODACK	1/14/2013	CHURCHILL (.6 Physics)
KELLIE	STARK	9/1/2010	COOLIDGE (.6 Art)/BUCHANAN (.4 Art)
KELLY A.	THOMPSON	8/28/2012	BUCHANAN (1.0 Grade 1)
JILLIAN	VEIGA	8/28/2012	CHURCHILL (.6 Music)/ WEBSTER (.1 Music)
BRANDY	VERKEYN	8/31/2010	CAREER CENTER (1.0 Business)
JACLYN	VINE	8/30/2012	WEBSTER (1.0 Grades 5/6)
CLAIRE	WALKER	9/19/2011	FROST (1.0 ELA)
ABIGAIL	YOUNGERMAN	1/28/2013	CHURCHILL (.4 ELA)
DANIEL	YOWELL	8/31/2010	FROST (.8 Language Arts)/ FROST (.2 Title 1 Language Arts)
JACQUELINE	ZISLER	10/29/2012	ROSEDALE (1.0 Grade 3)

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

## Teacher Recall Authorization

It was moved by Mrs. Robinson and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and authorize the superintendent or his designee to begin, as soon as circumstances permit, the recall procedure for teachers who are on layoff. Said authorization not to exceed the 2013-14 staffing guidelines.

Ayes: Bonifield, Burton, Johnson, Laura, McDonnell, Robinson

Nays: None

Second
Reading of
Board Policy
BHA – Code of
Ethics

It was moved by Mrs. Burton and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt language, as shown below, for Board Policy BHA – Code of Ethics.

BOARD POLICY	
BOARD OPERATIONS	
CODE OF ETHICS	

BHA DATE

As members of the Livonia Public Schools Board of Education, we shall promote the best interests of the school district as a whole, and will make decisions that place student learning and the success of all students first by adhering to the following educational and ethical standards:

#### As a Board member,

- I will review and evaluate existing policies and procedures, and will work to make desired changes through legal and ethical policies and procedures.
- I will make decisions in terms of the educational welfare of children, and will seek to develop and maintain schools that meet the individual needs of all children regardless of their race, color, national origin, age, religion, sex, height, weight, marital status or handicap/disability.
- I will focus Board action on policy making, strategic planning, and designating and evaluating the superintendent.
- I will recognize that the role of the Board is to govern and oversee the management of the District. I will delegate authority to the Superintendent for the day to day operations of the District, and will not seek to participate in the day-to-day operations.
- I will understand that I have not only the right, but the duty to express my views and opinions and

ask questions at the Board table, and will make a good faith effort to understand the views of others.

- I will come to Board meetings prepared to discuss and take action on all agenda items. I will study the material in the Board packet and send requests for additional information to the Superintendent or his/her designee prior to each Board meeting.
- I will give the Superintendent or Board President notification of my concerns prior to the Board meetings, so that the concerns can be properly addressed.
- I will recognize that the Board must make decisions as a whole in public. I will render all decisions based on the available facts and my independent judgment and refuse to surrender that judgment to individuals or special interest groups.
- I will respect the decision and the implementation of the consensus of the Board once a decision has been made.
- I will exercise caution when communicating between and among Board members via electronic communication, and will abide by the Open Meetings Act.
- I will recognize that while I am free to express my personal views, the Board President is the spokesperson for the Board and the Superintendent is the spokesperson for the District.
- I will be respectful and listen to all ideas presented to the Board, be it from parents, staff, students, community members or other stakeholders.
- I will listen and then refer to appropriate personnel any employee, parent, student or other community member/stakeholder who may contact me with an issue.
- I will hold confidential all matters that, if disclosed, would needlessly injure individuals, schools, or the district. I will respect the confidentiality of information that is privileged under applicable law, including closed session discussions.
- I will take no private action that will compromise the Board, the Administration, or the District.
- I will communicate to other Board members and the Superintendent expression of public reaction to Board policies and school programs.
- I will avoid being placed in a position of conflict of interest, and, if such a conflict is unavoidable, I will disclose such interest to Board members and the Superintendent and abstain from voting on such matters.
- I will refrain from using my Board position for personal or partisan gain.
- I will take MASB CBA 101, Introduction to School Board Service, within the first six months of my Board service.
- I will become MASB Board certified within one year of my Board service in order to educate myself to make the best decisions for the District.
- I will stay informed about current educational issues.
- I will disseminate pertinent information gathered at training workshops and conventions with the Superintendent and fellow Board members.
- I will support the employment of those persons best qualified to serve as District staff.
- I will support and protect District personnel in the proper performance of their duties.
- I will, along with my fellow Board members, review, revise (if appropriate) and sign this Code of Ethics at the January Organization Meeting.

Ayes: Bonifield, Burton, Johnson, Laura

Nays: McDonnell, Robinson

#### Adjournment

President Johnson adjourned the meeting at 8:21 p.m.

#### Off/Supt/jw