



# MONROE PUBLIC SCHOOLS

**BOARD MEETING #14**

**August 9, 2011**

**7:00 pm**

## **BOARD OF EDUCATION**

MR. DAVID VENSEL, PRESIDENT  
DR. KENNETH McNAMEE, VICE-PRESIDENT  
MRS. JUNE KNABUSCH-TAYLOR, SECRETARY  
DR. TEDD MARCH, PARLIAMENTARIAN  
MR. RONALD BENORE, J.R., TRUSTEE  
MS. WENDY SPICER, TRUSTEE  
MR. LAWRENCE VANWASSHENOVA, TRUSTEE

## **SUPERINTENDENT OF SCHOOLS**

MR. RANDALL MONDAY

*“Monroe Public Schools is committed to being the premier education organization in the region. We are devoted to promoting high expectations for all in a state-of-the-art 21st century curriculum. We recognize that the students and communities we serve are our customers, and we promise to make all decisions in their best interest.”*

### **NOTICE OF NON-DISCRIMINATION**

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Prepared by the Office of the Superintendent, Jennifer Watterworth, Secretary

**MONROE PUBLIC SCHOOLS BOARD OF EDUCATION**

Board Meeting #14  
Tuesday, August 9, 2011  
7:00 PM

**AGENDA**

- A. **Roll Call and Call to Order**.....Mr. Vensel
  - 1. Pledge of Allegiance to the Flag.....Mr. Vensel
- B. **Public Commentary-Agenda Items Only**.....Mr. Vensel
- C. **Discussion and Action Items**
  - 1. **Rescind Motion**..... Mr. Vensel  
Move to rescind the motion adopted at the July 26, 2011 Board Meeting #13 to extend the custodial service agreement with Mulligan’s Building Maintenance one additional year, expiring June 30, 2012.
  - 2. **Approval of Minutes**.....Mr. Vensel  
Move to approve the minutes of the following meetings as submitted:
    - July 26, 2011 Board Meeting #13
  - 3. **Reports and Update**..... Mr. Vensel  
None at this time.
  - 4. **Approval to Extend Custodial Service Agreement**.....Mr. Vensel  
Move to extend the custodial service agreement with Mulligan’s Building Maintenance one additional year, expiring June 30, 2012.
  - 5. **Elementary Science Consumables**.....Mrs. Everly  
Move to approve the purchase of 12 sixth grade science kits from Houghton Mifflin Harcourt in the amount of \$16,354.80 including shipping and handling. The funds will come from each elementary building’s curriculum teaching supply account.
  - 6. **Monroe Middle School Sidewalk Replacement**.....Mr. Oley  
Move to accept the low bid from the City of Monroe to replace the sidewalks at Monroe Middle School for a total cost not to exceed \$19,931. Monies to be taken from the site sinking fund.
  - 7. **Staff Resignations**.....Mrs. Everly  
Move to approve the resignation of Dawn LaBell, effective July 31, 2011, from Monroe Public Schools.
  - 8. **Superintendent Comments** ..... Mr. Monday

- 9. **Old Business**..... Mr. Vensel
- 10. **New Business** ..... Mr. Vensel
- 11. **Public Commentary-Any Topic**..... Mr. Vensel
- 12. **Adjournment**..... Mr. Vensel  
Move that the August 9, 2011, Board Meeting#14 of the Monroe Public Schools Board of Education be adjourned.

**Board Meeting #14**  
August 9, 2011  
Item A

**ROLL CALL**

	<u>Present</u>	<u>Absent</u>
Mr. Benore	_____	_____
Mrs. Knabusch-Taylor	_____	_____
Dr. McNamee	_____	_____
Dr. March	_____	_____
Ms. Spicer	_____	_____
Mr. VanWasshenova	_____	_____
Mr. Vensel	_____	_____

Board Meeting #14  
August 9, 2011  
Item #C.1

**RESCIND MOTION**

**BACKGROUND**

At the July 26, 2011 Board Meeting #13, a motion was made by Dr. McNamee, supported by Dr. March to extend the custodial service agreement with Mulligan's Building Maintenance one additional year, expiring June 30, 2012. The motion failed by a 3-2 roll call vote, with Mr. Benore and Mr. VanWasshenova voting no. More information was requested by the board members before approval could be made on the agreement. During the past two weeks, administration has provided the board members additional, detailed information as requested. In order to bring the motion to extend the custodial service agreement back for a vote, the original motion from the July 26<sup>th</sup> meeting must be rescinded as the first order of business at this meeting.

**ENCLOSURE(S)**

n/a

**RECOMMENDATION**

Move to rescind the motion adopted at the July 26, 2011 Board Meeting #13 to extend the custodial service agreement with Mulligan's Building Maintenance one additional year, expiring June 30, 2012.

**MOTION:** \_\_\_\_\_ **SUPPORT:** \_\_\_\_\_ **ACTION:** \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Ms. Spicer	_____	_____	_____	_____
Dr. McNamee	_____	_____	_____	_____
Mr. Benore	_____	_____	_____	_____
Mr. VanWasshenova	_____	_____	_____	_____
Dr. March	_____	_____	_____	_____
Mrs. Knabusch-Taylor	_____	_____	_____	_____
Dr. McNamee	_____	_____	_____	_____

**APPROVAL OF MINUTES**

**ENCLOSURES**

- July 26, 2011 Board Meeting #13 Minutes

**RECOMMENDATION**

Move to approve the following minutes:

- July 26, 2011 Board Meeting #13

**MOTION:** \_\_\_\_\_ **SUPPORT:** \_\_\_\_\_ **ACTION:** \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mrs. Knabusch-Taylor	_____	_____	_____	_____
Dr. McNamee	_____	_____	_____	_____
Ms. Spicer	_____	_____	_____	_____
Dr. March	_____	_____	_____	_____
Mr. Benore	_____	_____	_____	_____
Mr. VanWasshenova	_____	_____	_____	_____
Mr. Vensel	_____	_____	_____	_____

# MONROE PUBLIC SCHOOLS BOARD OF EDUCATION

Board Meeting #13  
Tuesday, July 26, 2011  
7:00 PM

## MINUTES

### Roll Call and Call to Order

Board Members Present: President Dave Vensel, Vice President Ken McNamee, Parliamentarian Tedd March, Trustee Ronald Benore, Jr., Trustee Larry VanWasshenova

Board Members Absent: Secretary June Knabusch-Taylor, Trustee Wendy Spicer

Administrators Present: Chris Butler, Julie Everly, Ryan McLeod

Administrators Absent: Randy Monday

President Vensel called the meeting to order at 7:01 PM.

### Public Commentary-Agenda Items Only

There was no public commentary at this time.

### Approval of Minutes

Motion by Mr. VanWasshenova; support by Mr. Benore to approve the minutes of the following meetings as submitted:

- July 12, 2011 Board Work Session
- July 12, 2011 Board Meeting #12

Vote: Motion carried by a 5-0 roll call vote.

### Reports and Update

There were no reports at this time.

### Approval to Extend Custodial Service Agreement

Motion by Dr. McNamee; support by Dr. March to extend the custodial service agreement with Mulligan's Building Maintenance one additional year, expiring June 30, 2012.

Discussion: Board members were concerned with the lack of terms and conditions in the contract as well as the higher rate of pay. Kathy Eighmey explained that regular custodial hours are paid at \$12.50 per hour and the \$13.50 hourly rate is for any additional hours worked. When the original RFP went out, there were only three custodial positions. Now, however, through attrition, there are seven positions. Mrs. Eighmey pointed out that \$13.50 is still less than our regular custodians earn. Mrs. Eighmey will provide the board with additional information on this. It will also be discussed at the Personnel Committee meeting on August 1<sup>st</sup>. There will be an RFP put out for custodial services next year.

Vote: Motion fails by a 3-2 roll call vote. Mr. Benore and Mr. VanWasshenova voted no. Once the Board members are provided additional contract language and information, the Board may rescind this vote at its next meeting provided it is the first item acted upon and the motion must be made by either Mr. Benore or Mr. VanWasshenova who voted against the original motion.

**Consent Agenda - Purchases**

Motion by Mr. VanWasshenova; support by Mr. Benore that Items C.5 – C.9 be considered as a Consent Agenda, and that the consent agenda items be approved as recommended.

**C.5 – MHS Guard Shack Gates** - proposal from Traffic & Safety Control Systems, Inc., Wixom, MI to replace the gates on the guard shack at Monroe High School at a total cost not to exceed \$6,408.

**C.6 – MHS Pool Heat Exchanger** - accept the low bid from Sieb Plumbing, Monroe to replace the heat exchangers for the Monroe High School swimming pool at a total cost not to exceed \$46,663 and reject all other bids. Monies to be taken from the Building and Site Sinking Fund.

**C.7 – MHS Fire Extinguishers** - accept the low bid from Baker's Ace Hardware to replace the fire extinguishers at Monroe High School for a total cost not to exceed \$5,143. Monies to be taken from the General Fund.

**C.8 – Technology Purchases** - approve the installation and completion of multimedia setups at Custer by JBK Technologies, Oxford, Michigan for a cost not to exceed \$19,800 to be funded from Technology millage monies.

**C.9 – Elementary School Planners** - approve the purchase of 2,600 student planners from School Specialty Premiere Planning and Student Development in the amount of \$5,239.20 including shipping and handling. The funds will come from the teaching supplies budget for each elementary building.

Vote: Motion carried by a 5-0 roll call vote.

**Superintendent Comments**

In the absence of Mr. Monday, Mr. McLeod and Mrs. Everly updated the board on the following:

- Mr. Monday is doing well following his surgery and is available via telephone.
- Follow up information on a couple items have been given to board members regarding pending issues.
- Monroe Public Schools will have a booth at the upcoming Monroe County Fair. Matt Cortez, MHS principal, will be in attendance for an hour each day so students and parents can be introduced to him.
- On August 9 and 10, Matt will be meeting with approximately twenty community leaders at their work locations.
- Our MHS marching band is in its annual band camp at MSU this week.
- Summer school classes end Thursday.
- MHS will hold registration August 2 and 3. During the second week of August, registration will be held for all new Virtual High School students.
- MHS will hold its annual registration day August 23 and 24 for sophomores, juniors and seniors. On August 25, the New Trojan Retreat for incoming freshmen will be held.
- Elementary open houses will be held August 30 from 5:30-7 PM while MMS open house will be August 31 from 5:30-7 PM.
- On August 31, board members are invited to attend the Bullycide Project to be held in the Meyer Theater in the La-Z-Boy Center at Monroe County Community College. This is a key piece of our anti-bullying program and will be presented to all of our staff members.

**Old Business**

Mr. VanWasshenova reported that the sub-committee formed to develop goals for the board and superintendent has met several times and is making good progress. Thanks to DTE, which has loaned us a person from their Human Resources Department, to assist us. The committee is formulating a plan and will present it to the other board members on August 23.



**New Business**

Mr. Vensel met earlier in the day with the central administrative team and noted that in the near future, bids will be going out for a new food service truck which has been in the planning stages for a couple of years. The money from this truck will be taken from the food service account. Mr. McLeod noted that with the new healthy food service guidelines, we may need to purchase new cooking equipment as well.

Mrs. Everly said that with the completion of the new science curriculum adoption, it will be necessary to purchase some consumables and 6<sup>th</sup> grade curriculum materials.

Mr. Vensel reported on a conversation he had earlier in the day with Dr. Nixon of the community college regarding the future of the radio station. It is possible that a four way partnership will be formed between Monroe Public Schools, Monroe County Community College, MPACT and the MCISD for the operation of the radio station which could benefit many students.

**Public Commentary-Any Topic**

There was none at this time.

**Adjournment**

Motion by Dr. March; support by Mr. Benore that the July 26, 2011, Board Meeting #13 of the Monroe Public Schools Board of Education be adjourned.

Vote: Motion carried by a 5-0 hand vote at 7:35 PM.

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**June Knabusch-Taylor, Secretary**

Board Meeting #14  
August 9, 2011  
Item #C.3

## **REPORTS AND UPDATES**

### **BOARD COMMITTEES/OTHER REPORTS**

- None at this time.

**APPROVAL TO EXTEND CUSTODIAL SERVICE AGREEMENT**

**BACKGROUND**

Mulligan Maintenance Services was contracted with this past year to clean several of the district's facilities. The original Board resolution indicated that the contract initiated in 2010 could be extended two additional years (3 year agreement) if the district was satisfied with the performance of the company. In reviewing the level of service performed over the past year, we feel very comfortable recommending the district extend the current agreement for the 2011-12 school year. It should be noted that the scope of Mulligan's service has expanded significantly from the original contract. We currently have Mulligan employees at Riverside, Administration, Fenmoor, Bolles Harbor, Monroe High School, Custer 2, Manor and Raisinville. The original contract was established at \$6,704 per month for three positions. The new agreement will be \$16,006 per month for seven positions. It should be noted that the monthly fee will fluctuate depending on additional service utilized by the district. Those charges will be based upon a rate of \$13.50 per hour.

**ENCLOSURE**

Contract agreement from Mulligan's Building Maintenance

**RECOMMENDATION**

Move to extend the custodial service agreement with Mulligan's Building Maintenance one additional year, expiring June 30, 2012.

**MOTION:** \_\_\_\_\_ **SUPPORT:** \_\_\_\_\_ **ACTION:** \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mr. Vensel	_____	_____	_____	_____
Dr. March	_____	_____	_____	_____
Dr. McNamee	_____	_____	_____	_____
Mrs. Knabusch-Taylor	_____	_____	_____	_____
Mr. VanWasshenova	_____	_____	_____	_____
Mr. Benore	_____	_____	_____	_____
Ms. Spicer	_____	_____	_____	_____

## Custodial Cleaning Services Agreement

This Service Agreement made this \_\_\_ day of \_\_\_\_\_, 2011, by and between **Mulligan's Building Maintenance** (hereinafter referred to as the "**Contractor**") and **Monroe Public Schools**, organized and operated pursuant to the Michigan Revised School Code, located at 1275 N. Macomb St., Monroe, Michigan 48162, (hereinafter referred to as the "**School District**").

WHEREAS, the School District is organized and operated as a General Powers School District under Part 6 of the Michigan Revised School Code and has the power, authority and duties specified therein, including the authority to engage independent contractors to carry out its powers, pursuant to MCL 380.11(3)(d) of the Revised School Code; and

WHEREAS, the School District is engaged in providing public K-12 education and desires to engage the Contractor to provide custodial services; and

WHEREAS, the Contractor has the expertise, training, capacity and qualifications to perform the services contained in this agreement.

THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

### SECTION ONE DESCRIPTION OF SERVICES – RELATIONSHIP OF PARTIES

#### 1. Supervision

- a. The Contractor shall provide competent and adequate supervision as necessary to satisfy the requirements and specifications of the Agreement. The supervisor shall cooperate fully with the representatives of the School District and shall be available for inspection of the buildings at times other than during working hours when requested.
- b. Inspections may occur at any time before, during or after the normal school year. The purpose of the inspections will be to determine if the buildings were properly cleaned to begin the school year, to assure that regular nightly cleaning is being done as per Agreement terms and that the buildings are properly cleaned after the end of the school year.

#### 2. Employees

- a. The Contractor shall employ competent persons who are well trained in the area of work assigned.
- b. Contractor shall be the legal employer, as that term is used under state and federal law, for all employees providing services under this Agreement. Contractor shall have the sole responsibility and authority to hire, assign, supervise, evaluate, and terminate any personnel assigned by Contractor to do work at the School District.
- c. The Contractor shall supply the School District a list of all employees providing services under this Agreement assigned to each building and their assigned areas of responsibility. The employee list shall be updated as employees providing services under this Agreement are hired, terminated or reassigned.
- d. Contractor employees providing services under this Agreement are not to disturb papers on desks, open drawers or cabinets, use telephones or computers, or tamper with personal property owned by the School District or its employees.
- e. All employees providing services under this Agreement are to present themselves in an appropriate manner and attire consistent with school rules and the laws of this state and

community. Any employee whose moral conduct, behavior, health habits or appearance are unsatisfactory will be brought to the Contractor's attention for appropriate action, up to and including discharge.

- f. The School District may request that an employee be removed from servicing the School District. Such requests shall not be unreasonably denied.
- g. The School District will be given at least a 48-hour notification of new employees providing services under this Agreement prior to their assignment to the School District. This notification shall include the name, current address and former employer information of the proposed employee.
- h. The School District reserves the right to do background checks on all employees providing services under this Agreement consistent with applicable laws.

### 3. Keys

- a. Keys to the buildings will be supplied by the School District. Contractor covenants that under no circumstances shall any School District supplied key be duplicated without the express written permission of the School District. All keys shall be returned at the termination of the Agreement.

### 4. Payroll and Withholdings

- a. Contractor shall have full responsibility for compensating the employees providing services under this Agreement, including but not limited to, issuing payroll checks and making all necessary deductions from employee's pay, including state and federal withholding tax, and providing various insurance premiums and other benefits, if any, which may be paid wholly or partially by the employee.
- b. Contractor shall make the necessary payroll reports and payments to governmental authorities.

### 5. Work Week

- a. The majority of the custodial service responsibilities will be performed between the hours of 3:00 p.m. and midnight for five consecutive nights on Monday through Friday, except during days when school is cancelled. On cancelled school days, daily services will be reduced or eliminated. On days when school is cancelled, the Contractor shall contact the appropriate School District supervisor to determine what cleaning, if any, is to be accomplished. In the event no cleaning is needed, an appropriate reduction to the monthly invoice shall be made.
- b. In addition, the School District shall supply the Contractor, or their building representatives, with a schedule of nightly activities for each building and it shall be understood that the cleaning of areas of the building used for night activities will be performed after the activities are finished and that the cleaning service will secure the building after everyone using the building leaves. The Contractor is responsible for nightly security of the building during their shift and to secure the building before leaving. Every attempt will be made to provide for clean buildings for each work/school day to begin.

### 6. Unsatisfactory Performance

- a. All work performed will be subject to inspection and approval. Any work found to be substandard or omitted will be reported to the Contractor. Any continued and/or repeated offenses may be subject to fines or invoiced amounts deducted from the monthly invoice.

### 7. Conservation of Energy

- a. Every effort shall be made to conserve energy whenever possible throughout the cleaning schedule. Only areas in use shall have lights on and doors and windows shall remain closed whenever the heating or cooling systems are operating.
8. Scheduled Cleaning Services – The following cleaning services shall be completed pursuant to the schedule contained therein.
- a. Cleaning and waxing of floors – All hard surface floors (tile, terrazzo, etc.) shall be stripped or top-scrubbed and refinished each summer, no less than two weeks prior to the first day of school. Sealer and floor finish shall be applied in thin even coats with a minimum of two coats in classroom areas and three coats in high traffic areas. The floor wax or sealer must be of high quality and approved by the School District. Floor finishes shall be anti-slip and buffable.
  - b. Cleaning of Carpeted Areas – All carpeted areas shall be professionally cleaned once during the summer break.
  - c. Scrubbing and Waxing of floors – All hard surface floors shall be reconditioned at Christmas and Spring breaks. Reconditioning might include scrubbing and re-waxing, mopping and waxing, or burnishing to restore surfaces to a clean mar free luster consistent with pre-school year condition as outlined under this subsection.
  - d. Carpet Cleaning – Heavily soiled carpeted areas shall be spot cleaned during Christmas and Spring breaks.
9. General Routine Cleaning
- a. All floor surfaces are to be swept nightly. Hard surface areas are to be dust mopped with a treated mop and damp mopped where needed. Carpeted areas are to be vacuumed nightly and spot cleaned where needed. All furniture shall be realigned to a useable position appropriate for that room and as requested by the main user of the room.
  - b. All wastebaskets and garbage barrels are to be emptied nightly. Classroom wastebaskets may be emptied without changing the liner when possible but shall have new liners at least once per week as needed.
  - c. All interior glass surfaces and entrance glass surfaces are to be kept clean as needed.
  - d. All shelving, locker tops, sills, furniture, ledges, corners, etc., are to be kept dust free.
  - e. Wall surfaces are to be spot cleaned as needed throughout the building.
  - f. Soap, towel and tissue dispensers are to be refilled as needed to provide a useable amount of product for the next day.
  - g. Kitchen and cafeteria floors are to be swept and mopped. Mopping of the kitchen might require a pre-mop with a degreaser. Both kitchen and cafeteria floors will be mopped with a disinfectant/germicidal detergent. All waste receptacles will be emptied nightly and disinfected or scrubbed as needed.
  - h. All lavatories and locker rooms are to be swept and mopped nightly. A disinfectant/germicidal detergent shall be used for all surface cleaning. Walls and stalls are to be kept clean nightly and totally cleaned weekly. A non-acid bowl cleaner shall be used for urinals and toilets and these surfaces are to be wiped dry after cleaning. All sanitary napkin receptacles are to be emptied nightly and disinfected as needed.

- i. Kitchen, lavatory and locker room floors shall be resealed as often as is necessary to maintain the floor and grout seal, but not to the extent of having undo buildup in the grout. In the event of a buildup of floor finish in the grout, then the floor shall be scrubbed or stripped and refinished or sealed.
- j. Wash basins, sinks and drinking fountains throughout the building shall be cleaned nightly with a disinfectant/germicidal non-abrasive cleaner.
- k. All interior walls, locker fronts, doors etc. shall be kept clean of dirt, marks, smudges and writing.
- l. Classroom tables, desks, chairs etc. shall be spot cleaned to remove marks and writing.
- m. Slop sinks and janitorial closets or store areas assigned to the cleaning service shall be kept clean and orderly.
- n. Contractor will be responsible for snow and ice removal on all entranceways and adjacent sidewalks.
- o. The Contractor shall be responsible for securing the building each day after the regular school/work day (time to be set by the building administrator) and to unlock the building for scheduled activities and re-secure the building after scheduled activities.
- p. All cleaning supplies are to be supplied by the Contractor unless other arrangements are made. All supplies must be approved by the School District prior to use.
- q. The Contractor shall provide all equipment unless other arrangements are made.

10. Weekly Cleaning Services

- a. Hard surface floors in classrooms and other areas of the building shall be buffed and/or re-waxed as necessary to maintain a clean mar-free luster.

11. Modification of Services

- a. Notwithstanding anything to the contrary contained herein, the School District may reasonably amend or modify the services required to be provided under Scheduled Cleaning Services, General Routine Cleaning, and Weekly Cleaning Services upon written notice to Contractor.

**SECTION TWO  
TERM OF AGREEMENT AND TERMINATION DURING TERM**

1. Term of Agreement

- a. This Agreement shall commence on \_\_\_\_\_, 2011 and remain in full force and effect until June 30, 2012.
- b. The parties may agree to extend or renew this<sup>4</sup> Agreement for an additional term of one year. The School District will notify the Contractor, in writing, no less than 60 calendar days prior to the expiration of this Agreement of its intent to NOT exercise the renewal option.

2. Contract Termination

- a. Notwithstanding anything to the contrary, if Contractor violates a provision of this Agreement, and fails to remedy that violation within thirty (30) days after receiving written notice from School District detailing Contractor's default, the School District may

terminate the Agreement without liability. The School District's acceptance of a past violation does not waive its right to terminate the Agreement for any future violation not cured within thirty (30) days or for any material breach as provided for in this Section.

- b. The District, without liability, may terminate the Agreement immediately upon a material breach by Contractor; said material breach shall include, but not be limited to:
  - i. Inability to provide custodial services to the level that the School District is presently accustomed to,
  - ii. Failure by Contractor to comply with any applicable state or federal law or state or federal regulation, and
  - iii. Any violation of Section 5, Paragraph 13.

### **SECTION THREE FEES, INVOICE AND PAYMENT**

#### 1. Fees and Invoice

- a. The Contractor shall be paid a fee of \$16,006 per month. This fee covers labor for seven positions for work to be performed at the School District's Administration Building, Fenmoor, Knabusch Math & Science Center, Riverside Learning Center, Raisinville Elementary School, Custer 2 Elementary School, Manor Elementary School and Monroe High School. In addition, the Contractor shall receive \$13.50 per hour for any additional services rendered.
- b. The Contractor shall submit to the School District on a monthly basis an invoice setting forth all applicable charges for the billing period.
- c. If the School District disputes the accuracy of any invoice delivered by Contractor, the School District shall, within ten (10) business days of receipt, deliver a written notice and explanation of such dispute to Contractor. Contractor shall meet with the School District to review the invoice and account within seven (7) business days.

#### 1. Payment

- a. The School District will remit payment within 30 days of receipt of said invoice.

### **SECTION FOUR LIABILITY, INSURANCE AND INDEMNITY**

#### 1. Insurance

- a. Contractor agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverage in the minimum amounts indicated for the entire duration of the Agreement. All insurance carried by Contractor in regards to this Agreement must be effected under valid and enforceable policies, issued by insurers licensed and admitted to do business in Michigan and, which have an A.M. Best rating of at least "A-" or issued by group self-insurance pools which are organized pursuant to Act 138 of the Michigan Public Acts of 1982, MCL 129.1, et seq., as amended and which are authorized to do business in Michigan. Contractor's insurance carrier must be reputable and acceptable to the School District, but acceptance of any licensed qualifying carrier or self-insurance pool shall not be unreasonably withheld.
  - i. Commercial General Liability Insurance: On an "Occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$3,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability; B) Products and Completed Operations; C) Independent Contractor's Coverage; D)



Broad Form General Liability Extensions or equivalent; E) Deletion of all Explosion, Collapse and Under group (XCU) Exclusions, if applicable.

- ii. Professional Liability Insurance (Errors & Omissions) of \$1,000,000 each occurrence and \$3,000,000 annually.
  - iii. Workers' Compensation including Employer's Liability Coverage of \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.
- b. Contractor shall include the following as Additional Insured: Monroe Public Schools including its elected and appointed officials, employees, and volunteers.
  - c. The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Assistant Superintendent of Business and Operations, Monroe Public Schools, 1275 N. Macomb St, Monroe, MI 48162 . If such insurance is not in force, the School District may, at its option terminate the Agreement without penalty.

## 2. Indemnification and Hold Harmless

- a. Contractor shall indemnify, defend, and hold the School District (and its officers, trustees and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or breach of this Agreement or the obligation of Contractor or any of its employees or others for whom it is responsible in connection with the performance of the Agreement.
- b. Contractor shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of Contractor's agents, employees and subcontractors in connection with the performance of Services under this Agreement and agrees to defend and indemnify the School District from any and all such claims and/or judgments resulting from such acts or omissions.
- c. The above promise of indemnity and defense shall not apply to liability which results from the sole negligence, wrongful act or breach of this Agreement by the School District or its employees or agents.

## 3. Arbitration

- a. Any dispute, controversy, or claim arising out of or relating to this Agreement, including but not limited to, breach, termination, or invalidity of Agreement, whether arising in contract, tort, or otherwise, shall be resolved according to the following dispute resolution processes:
  - i. All dispute, controversy, or claim arising under this Agreement shall be resolved in binding arbitration. This arbitration shall proceed under the guidelines of the Arbitrator Provisions of the Michigan Revised Judicature Act of 1961, MCL 600.5001-5035 (the "Arbitrator Act"), and follow the rules and procedures as set forth in the current Commercial Arbitration Rules (the "Arbitration Rules") of the AAA to the extent that the Arbitration Act and the Arbitration Rules do not conflict with any provision of this Subsection.
  - ii. Any award, order, or judgment made pursuant to arbitration shall be deemed final and may be entered in the Circuit Court having jurisdiction over the enforcement of the award, order, or judgment. Each party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such award, order, or judgment.

- iii. No provision of or the exercise of any rights under this Section shall limit the right of any party to seek and obtain provisional or ancillary remedies (such as injunctive relief, attachment, or the appointment of a receiver) from any court having jurisdiction before, during, or after the pendency of an arbitration proceeding under this Section. The institution and maintenance of any such action or proceeding shall not constitute a waiver of the right of any party, including the party taking the action or instituting the proceeding, to submit a dispute, controversy, or claim to arbitration under this Section.
- iv. The arbitration shall be held before one arbitrator knowledgeable in the general subject matter of the dispute, controversy, or claim and selected by the AAA in accordance with the Arbitration Rules.
- v. In any arbitration proceeding under this Section, subject to the award of the arbitrator(s), each of the parties shall pay all its own expenses, an equal share of the fees and expenses of the arbitrator, and, if applicable, the fees and expenses of its own appointed arbitrator. The arbitrator(s) shall have the power to award recovery of costs and fees (including reasonable attorney fees, administrative and AAA fees, and arbitrators' fees) among the parties as the arbitrator(s) determine to be equitable under the circumstances.
- vi. The interpretation and construction of this Section, including, but not limited to, its validity and enforceability, shall be governed by the Arbitration Act.

## **SECTION FIVE MISCELLANEOUS**

### **1. Safety**

- a. The School District will provide each Contractor employee with written safety procedures for their assigned area, including, but not limited to, procedures to follow in the event of tornados or natural disasters, presence of hazardous materials, presence of pathogens borne by blood or other fluids, power failures, and other safety threats. Contractor will provide training to its employees providing services under this Agreement on measures for performing their assigned duties for the School District and shall assure, to the extent under control, a safe working environment.

### **2. Assignment**

- a. This Agreement shall not be assigned, or subcontracted, in whole nor in part, without the prior written consent of the School District, but in no case shall such consent change the terms of the Agreement.

### **3. Michigan Right to Know / Hazardous Material Law**

- a. It is the Contractor's responsibility to comply with the Michigan Right to Know/Hazardous Material Law as well as all rules promulgated thereunder (MCL 408.1001 - 408.1094).
- b. The Contractor is to provide the School District with the following information:
  - i. Material Safety Data Sheets (MSDS) on all chemicals your company provides and uses in the Monroe Public Schools Building.
  - ii. An inventory of the types of chemicals used, their purpose, and their location in the building.
  - iii. All cleaning material containers must be properly labeled.

### **4. Governing Law**

- a. This Agreement shall be governed by the laws of the State of Michigan.

5. Headings

- a. The headings in this Agreement are for reference only and are not to be used to interpret the terms of the document.

6. Severability

- a. If any portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

7. Entire Agreement

- a. This Agreement and any attachments hereto constitute the entire Agreement between the parties regarding the subject matter and supersede any prior Agreements or understandings. No amendments, changes or modifications shall be valid, unless in writing and signed by authorized representatives of both parties.

8. Counterparts

- a. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

9. No Third Party Beneficiaries

- a. This Agreement is enforceable only by the School District or Contractor. No other person may enforce any of the terms contained in this Agreement, nor is the Agreement intended to confer third party beneficiary status on any third party.

10. Successors and Assigns

- a. The terms and conditions of this Agreement shall be binding upon the successors or assigns of both Contractor and the School District. Neither Contractor nor the School District may assign or transfer any of its rights under this Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

11. Waiver

- a. Failure to enforce or insist upon compliance with any of the terms or provisions of this Agreement shall not constitute a general waiver or relinquishment of any term or provision of this Agreement.

12. Proprietary Information

- a. Contractor will not disclose proprietary information to any third party, and will use such information only on behalf of the School District or as the School District may authorize. Proprietary information shall include all confidential information disclosed to Contractor by the School District and all confidential information concerning the School District which is acquired by Contractor in performing the services described herein. Proprietary information does not include any information which at the time of disclosure is in the public domain, or which enters the public domain after disclosure except by wrongful means or by breach of this Agreement. To the extent permitted by law, the School District will not disclose proprietary information of Contractor to any third party and prior to responding to requests under the Freedom of Information Act, the School District will endeavor to notify Contractor to determine if the information requested is applicable under FOIA or eligible for exemption.

- b. Contractor agrees that it shall direct its employees to observe and hold them accountable for compliance with the policies of the School District pertaining to the confidentiality of student records and student record information under, without limitation, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), 20 USC 1232g; 34 CFR 99; the Individuals with Disabilities Education Act ("IDEA"), 20 USC 1401, et seq., 34 CFR 300.610 – 300.626; and Section 504 of the Rehabilitation Act of 1973, 29 USC 794(a); 34 CFR 104.36, as well as the regulations implementing each of those enactments.

13. Michigan's School Safety Initiative

- a. Contractor shall not assign any individual who is required to be registered under Article 2 of 1994 PA 295, as amended, (Sex Offenders Registration Act) to work within a student safety zone, as that term is defined in 1994 PA 295. Additionally, a Contractor shall not subcontract with a subcontractor who employs an individual who is required to be registered under Article 2 of 1994 PA 295, as amended, (Sex Offenders Registration Act) to work within a student safety zone, as that term is defined in 1994 PA 295.
- b. All personnel of the Contractor or any subcontracted employee assigned to regularly and continuously work under contract at buildings owned or leased by the School District shall be produced for fingerprinting upon the execution of the Agreement, or as soon thereafter as they are identified, so that the School District may request a criminal history check from the Criminal Division of the Michigan State Police and a criminal records check from the Federal Bureau of Investigations, as required by MCL 380.1230, MCL 380.1230a and MCL 380.1230g.
- c. The Contractor shall pay the cost of each criminal history and records check performed by the School District as related to this Agreement. The Contractor shall not assign any individual nor allow a subcontracted employee to regularly and continuously work under contract in any of the buildings owned or leased by School District if the School District has not received the individual's criminal history check from the Michigan State Police and the FBI or if the criminal history check discloses that the individual has been convicted of a listed offense, as that term is defined by Section 2 of the Sex Offenders Registration Act, 1004 PA 295, as amended. Additionally, the Contractor shall not assign any individual or allow a subcontracted employee to regularly and continuously work under contract in any of the buildings owned or leased by the School District if that criminal history check discloses the individual has been convicted of any felony other than a listed offense, unless the Superintendent and the Board of the Owner specifically approve of the assignment of that individual in writing.
- d. Contractor shall ensure that all employees providing services under this Agreement have no felony conviction(s), or any misdemeanor conviction(s) for drugs or child abuse or any other misdemeanor related to the supervision of children, including but not limited to any "listed offenses" as defined by MCL 28.722. The School District reserves the right to review all findings on a case by case basis to determine applicant qualification and eligibility.
- e. Violation of the above by the Contractor or a subcontractor shall be the basis for immediate termination of the Agreement by the School District without penalty. The Contractor shall require language similar to the above in all its agreements with subcontractors and/or consultants who will be assigning personnel to work regularly and continuously on the Owner's property

14. School District Property

- a. Contractor shall not use any School District property, resources or facilities for any activities not directly related to the provision of services to the School District under this Agreement.

**SECTION SIX  
AUTHORIZATION**

This Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the School District and the Contractor, as is respectively applicable.

**School District**

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

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

Date: \_\_\_\_\_

**Contractor**

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

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

Date: \_\_\_\_\_

Board Meeting #14  
August 9, 2011  
Item #C.5

## Elementary Science Consumables

### BACKGROUND

In 2010 the elementary science curriculum was revised and approved by the Board of Education. At that time, out of fiscal responsibility, the committee members recommended that the sixth grades should continue use of the current science kits until the consumable supplies were depleted. These supplies were utilized during the 2010-2011 school year and are now gone. The current recommendation is to purchase 12 sixth grade kits to be distributed as follows: Arborwood- 2; Custer- 4, Manor- 2, Raisinville- 2, and Waterloo- 2. The cost per Grade Level Equipment Kit is \$1,298.00 for a total of \$15,576.00. With shipping added, the total cost will be \$16,354.80. This purchase will be debited from each school's curriculum teaching supply account.

### ENCLOSURE(S)

"Cost Proposal" from Houghton Mifflin Harcourt with detailed information

### RECOMMENDATION

Move to approve the purchase of the sixth grade science kits.  
Not to exceed the amount of \$16,354.80.

MOTION: \_\_\_\_\_ SUPPORT: \_\_\_\_\_ ACTION: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mr. Benore	_____	_____	_____	_____
Mrs. Knabusch-Taylor	_____	_____	_____	_____
Dr. McNamee	_____	_____	_____	_____
Dr. March	_____	_____	_____	_____
Ms. Spicer	_____	_____	_____	_____
Mr. VanWasshenova	_____	_____	_____	_____
Mr. Vensel	_____	_____	_____	_____



# HOUGHTON MIFFLIN HARCOURT

**Cost Proposal**  
Prepared For

## **Monroe Public Schools**

1275 N. Macomb  
Monroe MI 48162

**Attention:**  
**Julie Everly**

For the Purchase of:

## **Science & Health**

Prepared By  
Kristin M Marshall  
kristin.marshall@hmpub.com

**PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.**

Proposal for  
**Monroe Public Schools**  
**Science & Health**

ISB	Title	Sale Price	Purchase Quantity	Purchase Amount
<b>Grade 6</b>				
<b>Materials and Services</b>				
1207085 9780153735981	Harcourt School Publishers Science Grade Level Equipment Kit Science 09 Grade 6	\$1,298.00	12	\$15,576.00
<b>Totals for Materials and Services</b>				<b>\$15,576.00</b>
<b>Totals for Grade 6</b>				<b>\$15,576.00</b>

<b>Proposal Summary</b>	<b>Total Value of Proposal:</b>	<b>\$16,354.80</b>
	<b>Subtotal Purchase Amount:</b>	<b>\$15,576.00</b>
	<b>Shipping &amp; Handling (5.00%):</b>	<b>\$778.80</b>
	<b>Total Cost of Proposal (PO Amount):</b>	<b>\$16,354.80</b>



Proposal for  
**Monroe Public Schools**  
**Science & Health**

Total Cost of Proposal (PO Amount):	\$ 16,354.80
Total Value of Proposal:	\$ 16,354.80

This is a cost proposal only. Orders submitted under this proposal on or before the expiration date are subject to acceptance at Houghton Mifflin Harcourt's main office and are subject to the applicable terms in Houghton Mifflin Harcourt's invoice issues for such order.

Date of Proposal: 7/22/2011

Proposal Expiration Date:9/20/2011



# HOUGHTON MIFFLIN HARCOURT

**Prices:** Prices quotes are wholesale school prices and do not include transportation charges unless otherwise stated in this proposal. These wholesale school prices apply to the educational customers of Houghton Mifflin Harcourt. Prices quoted are valid for orders submitted on or before the expiration date set forth in the proposal.

Educational customers are billed at wholesale school price, f.o.b. shipping point, with a prepaid transportation charge and, unless the customer specifically requests otherwise, a charge for our guarantee of delivery is added to the invoice when shipped via U.S. Postal service. For educational customers preferring f.o.b. destination billing, ten percent (10%) of wholesale school price is added and we pay transportation charges and guarantee delivery. Prices do not include any sales tax. Applicable sales tax, if any, will be added to the invoice unless an appropriate tax exemption certificate has been furnished to Houghton Mifflin Harcourt.

**FREE MATERIALS:** Upon receipt of purchase order, gratis items will be shipped in direct proportion to pupil materials purchased. If purchases vary from those included in this proposal, gratis items will change accordingly. Gratis items may also change if purchase is other than a direct school district to publisher order, such as via a third-party vendor or jobber.

**MMS SIDEWALK REPLACEMENT**

**BACKGROUND:**

The City of Monroe is in the process of completing replacement of the curbs at Monroe Middle School. They are holding final completion giving Monroe Public Schools the option of having the City replace the sidewalks at the same time. Kohler has obtained competitive bids from Gratton Construction and BBC Foundations & Flatwork. While we have an estimate from the City, the official bid has not arrived. We will have that document by the time of the meeting on Tuesday. The sidewalks are deemed unsafe and need to be replaced before school starts in September.

**ENCLOSURES:**

Bids from Gratton Construction, BBC Foundations & Flatwork  
Summary from Kohler Architect provides these bids and the estimate from the City of Monroe

**RECOMMENDATION:**

Move to accept the low bid from the City of Monroe to replace the sidewalks at Monroe Middle School for a total cost not to exceed \$19,931. Monies to be taken from the Site Sinking Fund.

MOTION: \_\_\_\_\_ SUPPORT: \_\_\_\_\_ ACTION: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mr. Benore	_____	_____	_____	_____
Mrs. Knabusch-Taylor	_____	_____	_____	_____
Dr. McNamee	_____	_____	_____	_____
Dr. March	_____	_____	_____	_____
Ms. Spicer	_____	_____	_____	_____
Mr. VanWasshenova	_____	_____	_____	_____
Mr. Vensel	_____	_____	_____	_____

Phone: (734) 241-5080

Fax: (734) 241-5084

# GRATTON CONSTRUCTION CO., INC.

*General Contractors*  
1128 West Front Street  
Monroe, Michigan 48161-1630

August 3, 2011


Mr. George O'Dell  
John D. Kohler Architects  
1118 W. Front St.  
Monroe, MI 48161

Dear Mr. O'Dell,

Gratton Construction Co., Inc. proposes to do Concrete Replacement at Monroe Middle School as follows:

4" removal and replacement at \$7.50 per s.f.	4080 s.f. x \$7.50 =	30,600.00
8" removal and replacement at \$9.50 per s.f.	639 s.f. x \$9.50 =	<u>6,070.00</u>
	Total:	\$36,670.00

Sincerely,  
Gratton Construction Co., Inc.

  
James R. Palmer,  
President

JRP/bj

B.B.C. Foundations & Flatwork

11111 Telegraph Rd.

Carleton, MI 48117

734-654-2600 Fax: 734-654-3600

# Proposal

Date	Proposal #
8/4/2011	1173

Name / Address
John D. Kohler Attn: George O'Dell 118 W. Front St. Monroe, MI 48161

JOB
Monroe Middle School 501 Washington St.

Description	Total
Remove and replace 4,080 SF of 4" concrete walk at \$4.75 per SF	19,300.00
Remove and replace 640 SF of 8" concrete drive and walk at \$6.00 per SF	3,840.00
NOTE: Price includes full depth expansion joint material on both sides of City sidewalk and every 24 to 30 feet of walk and tooled control joints at 4 feet in walks and 8 feet in terrace slabs Price is based on State of Michigan current Prevailing Wages.	
EXCLUSIONS: Testing, joint sealing, permits, wire mesh and engineering.	

Note: We must have a signed proposal prior to the execution of any work. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders & will become an extra charge over & above the estimate. Our Company is fully covered by General Liability Insurance; our workers are fully covered by Workmen's Compensation Insurance.

Due to the current economic climate & increasing number of liens and/or claims being placed on jobs, there will be a \$500 fee billed to any customers' account for each job that requires any legal action to recover all costs in the filing & discharge processes.

<b>Total</b>	\$23,140.00
--------------	-------------

Acceptance of Proposal X \_\_\_\_\_



JOHN D. KOHLER  
ARCHITECT, P.C.

1118 WEST FRONT STREET, MONROE MICHIGAN 48161  
PHONE (734)242-6880 FAX (734)242-6883  
WWW.KOHLERARCHITECT.NET

REGISTERED  
ARCHITECT  
MICHIGAN

MEMBER  
A.A.A.  
N.E.A.P.E.

Monroe Middle School  
Fifth Street Concrete Replacement

8/3/11

Cost comparison for concrete replacement along the Fifth Street Terrace and sidewalk area.

B.B.C. Foundations and Flatwork quote dated 7/20/11

4" removal and replacement at \$4.75 per sf.	4080 s.f. x \$4.75/sf	=	\$19,380.00
8" removal and replacement at \$6.00 per sf.	639 s.f. x \$6.00/sf	=	<u>\$ 3,834.00</u>
	Sub Total		\$23,214.00
	15% Contingency		<u>\$ 3,482.00</u>
			\$ 26,696.00

City of Monroe Contract with C&D Hughes, Inc. quote from City Agenda Fact Sheet dated 7/13/11  
And verbal from Bradley Smith, from City Engineering Dept on 8/3/11.

4" removal and replacement at \$4.75 per sf. 4080 sf/9 = 453.5 sy x \$38.00 sy	=	\$17,233.00
6" removal and replacement at \$38.00 per sy. 639sf/9 = 71 sy . x \$38.00/sy	=	<u>\$ 2,698.00</u>
	Sub Total	\$19,931.00
	15% Contingency	<u>\$ 2,990.00</u>
	Total	\$22,921.00

Verbal quote from James Palmer at Gratton Construction 8/3/11

4" removal and replacement at \$7.50 per sf.	4080 s.f. x \$7.50/sf	=	\$30,600.00
8" removal and replacement at \$9.50 per sf.	639 s.f. x \$9.50/sf	=	<u>\$ 6,070.00</u>
	Sub Total		\$36,670.00
	15% Contingency		<u>\$ 5,500.00</u>
	Total		\$ 42,170.00

Board Meeting #14  
August 9, 2011  
Item #C.7

### STAFF RESIGNATIONS

#### BACKGROUND

We have received a letter of resignation for the purpose of other employment from Dawn LaBell. Ms. LaBell has been a secretary with our district for the past five years and will be resigning effective July 31, 2011.

#### ENCLOSURE(S)

Letter of Resignation

#### RECOMMENDATION

Move to approve the resignation of Dawn LaBell, effective July 31, 2011, from Monroe Public Schools.

MOTION: \_\_\_\_\_ SUPPORT: \_\_\_\_\_ ACTION: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mr. VanWasshenova	_____	_____	_____	_____
Ms. Spicer	_____	_____	_____	_____
Dr. McNamee	_____	_____	_____	_____
Dr. March	_____	_____	_____	_____
Mr. Benore	_____	_____	_____	_____
Mrs. Knabusch-Taylor	_____	_____	_____	_____
Mr. Vensel	_____	_____	_____	_____

Dawn LaBell  
3310 Sheick Road  
Monroe, MI 48162  
(734) 755-2840  
livinthedream247@hotmail.com

July 21, 2011

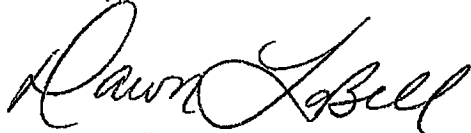
Personnel Department  
Monroe Public Schools  
1270 North Macomb St.  
Monroe MI, 48162

I would like to inform you that I am resigning from my position as secretary at Monroe Public Schools, effective July 31.

Thank you for the opportunities for professional and personal development that you have provided me during the last five years. I have enjoyed working at Monroe Public Schools and appreciate the support provided me during my time with the company.

If I can be of any help during this transition, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Dawn LaBell". The signature is written in black ink and is positioned above the printed name.

Dawn LaBell

**Board Meeting #14**  
August 9, 2011  
Item #C.12

**ADJOURNMENT**

**RECOMMENDATION**

Move to adjourn the August 9, 2011 Board Meeting #14.

**HAND VOTE**

MOTION: \_\_\_\_\_ SUPPORT: \_\_\_\_\_ ACTION: \_\_\_\_\_

TIME: \_\_\_\_\_