#### MINUTES BOARD OF EDUCATION Livonia Public Schools 15125 Farmington Road Regular Meeting June 21, 2010

	President Scheel convened the meeting at 7:02 p.m. in the Board Room, 15125 Farmington Road, Livonia.
Members Present	Colleen Burton, Robert Freeman, Steve King, Daniel Lessard, Patrice Mang, Gregory Oke, Lynda Scheel
Members Absent	None
Recognition of Dan Fairbanks	Mrs. Charlotte Worthen, Director of Elementary & Special Programs, recognized Stevenson High School student Dan Fairbanks, for being the National PTA Visual Arts Reflections winner. The PTSA Council donated two copies of Dan's winning piece of art – one to be displayed at Stevenson High School and the other to be displayed at the LPS administration building. Dan Fairbanks spoke to Board members about his artwork and answered their questions. Mrs. Worthen also announced that Hoover Elementary student Elise Nehasil won a Film Award of Merit at Nationals.
Gift – Coolidge PTA	It was moved by Ms. Mang and supported by Mr. Lessard that the Board of Education of the Livonia Public Schools School District accept the generous gift of \$5,000 from Coolidge Elementary PTA.
	Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None
Recess	It was moved by Ms. Burton and supported by Mr. Lessard that the Board of Education of the Livonia Public Schools School District have a short recess to visit with guests.
	Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None
	The Board recessed at 7:28 p.m.
Reconvene	President Scheel reconvened the meeting at 7:36 p.m.
Written Communication	None
Audience	Eileen McDonnell, 36099 Brookview, expressed her appreciation to Steve

Communication	<ul> <li>King for his service on the Board. She also addressed the Board regarding grades posted by teachers in the electronic grade book.</li> <li>Loyd Romick, 33437 Michele Court, addressed the Board regarding Livonia Neighbors Web site.</li> <li>John Grzebik, 11301 Hubbell, extended his congratulations to Mark Johnson for being elected to the Board and addressed the Board regarding the Livonia Spree and the Franklin High School all-night party.</li> </ul>
Response to Prior Audience Communication	None
Consent Agenda	It was moved by Mr. Freeman and supported by Mr. Lessard that the Board of Education of the Livonia Public Schools School District approve the following consent agenda items as recommended by the superintendent:
	<ul> <li>IV.A. Minutes of the Regular Meeting of June 7, 2010</li> <li>IV.B. Minutes of the Public Hearing of June 7, 2010</li> <li>VI.A. Bills for Payment—June 22, 2010</li> <li>VI.B. Approval of Resolution to Participate in MHSAA</li> </ul>
	Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None
	Note: There was a power outage from 7:55-8:14 p.m. Therefore, the meeting was moved to Conference Room A where there was more natural light.
Approval to Purchase Humanities Textbooks	It was moved by Mr. Lessard and supported by Mr. Freeman that the Board of Education of the Livonia Public Schools School District purchase the following textbook for the 12 <sup>th</sup> grade Humanities course: Culture and Values: A Survey of the Humanities, Comprehensive Edition, 7 <sup>th</sup> Edition, 2010, for a total cost of \$28,964.18.
	Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None
Approval to Purchase Literacy Assessment Materials	It was moved by Ms. Burton and supported by Ms. Mang that the Board of Education of the Livonia Public Schools School District purchase literacy assessment materials from Heinemann Publishing with ARRA funds. The purchase includes 39 Benchmark Assessment System 1 kits (grades K-2) and 118 Benchmark Assessment System 2 kits (grades 3-8), at a total cost of \$33,912.
	Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None
2010-2011	It was moved by Mr. Freeman and supported by Mr. Oke that the Board of

Cooperative Agreements	Education of the Livonia Public Schools School District approved the renewal of the Cooperative Agreements for the 2010-2011 school year as follows: Wayne Westland Community Schools – Career Technical Education Exchange (Wayne-Westland students coming to LCTS and LPS students going to William D. Ford Career Technical Center) and Alternative Education (LPS students going to Tinkham Center); Northville Public Schools – Career Technical Education (Northville students coming to LCTC); Plymouth-Canton Community Schools – Career Technical Education (Plymouth-Canton students coming to LCTC); and Crestwood Public Schools – Career Technical Education (Crestwood students coming to LCTC).
	Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None
Approval of Cell Tower at Grant Elementary	It was moved by Mr. Lessard and supported by Mr. Freeman that the Board of Education of the Livonia Public Schools School District authorize the director of administrative services to enter into a contract with American Towers, Inc. regarding the lease of ground space at Grant Elementary School at the beginning rate of \$1,500 per month.
	Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None
Approval of Bid Results for Security Equipment	It was moved by Mr. King and supported by Mr. Lessard that the Board of Education of the Livonia Public Schools School District approve the low bid to Security Design in the amount of \$36,088 for security equipment (Cooper \$18,394 and Johnson \$17,694) and authorize the director of secondary programs and facilities to enter into such agreements necessary to effect this work.
	Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None
Approval of 2009-2010 Budget Amendments	It was moved by Ms. Mang and supported by Mr. Lessard that the Board of Education of the Livonia Public Schools School District adopt the following amended budgets for the 2009-2010 school year: General Fund, Special Education Fund, Debt Retirement Fund, Building and Site Technology Fund, Technology Bond Fund, Sinking Fund, Special Maintenance Fund, Food Service Fund, Health and Welfare Fund, Athletic Fund, Scholarship Fund, Funded Projects Fund and Reinvestment (ARRA) Fund budgets.

### RESOLUTION FOR BUDGET ADOPTION BY THE BOARD OF EDUCATION LIVONIA PUBLIC SCHOOLS

RESOLVED, that the general appropriation for Livonia Public Schools for revenue for the fiscal year 2009-2010 General Fund is amended as follows:

REVENUE		09/10 NDOPTED	FIRST AMENDED	SECOND AMENDED	, A	FINAL
Local	\$	38,851,936	\$ 38,224,957	\$ 38,030,657		37,675,058
State		10,693,789	97,564,313	99,094,817		99,164,356
Federal		355,000	5,087,434	5,116,962		5,086,434
Incoming Transfers and Other Transactions Total Revenue	\$ 1	4,133,102 1 <b>54,033,827</b>	\$ 3,446,102 <b>144,322,806</b>	\$ 3,416,102 <b>145,658,538</b>		3,493,952 14 <b>5,419,800</b>
Fund Balance - July 1, 2009 Unreserved	\$	2,566,851	\$ 4,550,738	\$ 4,550,738	\$	4,550,738
Fund Balance - July 1, 2009 Reserved	\$	3,520,566	\$ 4,721,964	\$ 4,721,964	\$	4,721,964
Fund Balance Sub Total	\$	6,087,417	\$ 9,272,702	\$ 9,272,702	\$	9,272,702

 Total Fund Equity and Revenues
 \$ 160,121,244
 \$ 153,595,508
 \$ 154,931,240
 \$ 154,692,502

 Available to Appropriate
 \$ 160,121,244
 \$ 153,595,508
 \$ 154,931,240
 \$ 154,692,502

The property tax proposed to be levied to support General Fund Operating purposes is .45 of a mill homestead and 18.00 mills non-homestead

### RESOLUTION FOR BUDGET ADOPTION BY THE BOARD OF EDUCATION LIVONIA PUBLIC SCHOOLS

RESOLVED, that the general appropriation for Livonia Public Schools for expenditures for the fiscal year 2009-2010 General Fund is amended as follows:

		09/10	濡	FIRST	57. 51 - 2	SECOND		FINAL
EXPENDITURES		ADOPTED		AMENDED		AMENDED		AMENDED
INSTRUCTION								
Basic Programs	\$	76,186,402	\$	77,254,703	\$	75,971,308	\$	76,076,626
Added Needs	•	12,862,686	Ŧ	11,992,524	Ŧ	11,655,641	Ŧ	10,738,891
Adult & Continuing Education		734,765		684,720		683,191		699,500
Total Instruction	\$	89,783,853	\$	89,931,947	\$	88,310,140	\$	87,515,017
SUPPORTING SERVICES								
Pupil	\$	9,874,567	\$	9,373,698	\$	9,272,334	\$	9,116,020
Instructional Staff		8,171,386		7,957,403		7,684,395		7,554,466
General Administration		1,031,230		1,040,912		1,003,835		1,002,127
School Administration		8,987,299		9,489,315		9,365,029		9,383,134
Business		3,738,597		3,752,189		3,655,325		3,691,495
Operations		16,890,868		16,270,034		15,669,856		15,684,765
Transportation		8,771,585		8,522,352		8,321,954		8,480,163
Central		<b>2,581,</b> 143		2,630,090		2,568,550		2,455,686
Total Supporting Services	\$	60,046,675	\$	59,035,993	\$	57,541,278	\$	57,367,856
COMMUNITY SERVICES						•		
Custody & Child Care	\$	2,867,110	\$	2,658,707	\$	2,632,928	\$	2,607,368
Other (DARE)		7,000		7,000		7,000		7,000
Total Community Services	\$	2,874,110	\$	2,665,707	\$	2,639,928	\$	2,614,368
OPERATION TRANSFERS AND OTHER								
Transfers to Other Districts	\$	58,000	\$	•	\$	-		56,000
Transfers to Other Funds		2,264,740		2,256,965		2,196,965		2,173,965
Other Transactions (Bus Financing)		189,791		189,791		189,791		189,791
Mid Year Reductions		-		(4,355,000)		-		-
Total Operating Transfers and Other	\$	2,512,531	\$	(1,850,244)	\$	2,444,756	\$	2,419,756
TOTAL APPROPRIATED-GENERAL FUND	\$	155,217,169	\$	149,783,403	\$	150,936,102	\$	149,916,997
ANTICIPATED FUND BALANCE	*	075 400	<b>*</b>	4 055 004	•	4 040 004	•	0.000.004
Unreserved	\$	875,489	\$	1,655,931	\$	• •	\$	2,000,331
Reserved for Athletic Field Replacement		464,000		580,000		580,000		580,000
Reserved for Compensated Absences		1,660,097		-		-		- 700,000
Reserved for Student Services Staffing		- 727,339		- 381,722		- 300,722		300,722
Reserved for Textbooks/Curriculum Reserved for Webster		1,177,150		381,722 1,194,452		1,194,452		300,722 1,194,452
	¢		¢		\$		\$	4,775,505
Total Anticipated Fund Balance	\$	4,904,070	\$	3,012,103	φ	J,99J,130	Ψ	+,775,505

### SPECIAL EDUCATION FUND BUDGET

	09/10 ADOPTED	FIRST AMENDED	SECOND AMENDED	FINAL AMENDED
BEGINNING FUND BALANCE	\$ 4,841,348	\$5,133,381	\$5,133,381	\$5,133,381
REVENUES			·	
General Fund Transfer-Local Programs	\$ 675,485	\$757,622	\$854,166	\$742,984
County	14,453,529	\$14,866,551	\$15,107,410	\$14,763,878
State	5,062,237	\$4,882,712	\$5,200,652	\$5,174,835
Total Revenue	\$ 20,191,251	\$20,506,885	\$21,162,228	\$20,681,697
EXPENDITURES				
Instructional	\$ 12,935,942	\$13,712,631	\$13,789,703	\$13,458,647
Support	5,941,760	\$6,043,671	\$6,156,133	\$6,021,341
Outgoing Transfers and Other	3,200,000	\$3,200,000	\$3,200,000	\$3,200,000
Total Expenditures	\$ 22,077,702	\$22,956,302	\$23,145,836	\$22,679,988
SURPLUS (DEFICIT)	\$ (1,886,451)	(\$2,449,417)	(\$1,983,608)	(\$1,998,291)
FUND BALANCE	\$ 2,954,897	\$2,683,964	\$3,149,773	\$3,135,090

## SPECIAL EDUCATION FUND EXPENDITURES BY PROGRAM

	09/10 ADOPTED		SECOND	FINAL AMENDED
		Status Ast		
PROGRAM COSTS				
Autistic	\$ 5,156,584	\$ 5,416,426	\$ 4,968,932	\$ 4,973,160
Skill Center	7,604,409	7,993,425	8,460,596	8,164,375
Trainable Mentally Impaired	5,675,180	5,787,267	5,921,073	5,825,975
Visually Impaired	1,616,117	1,791,042	1,809,882	1,718,187
Total Program Costs	\$20,052,290	\$20,988,160	\$21,160,483	\$20,681,697
INDIRECT COSTS				
Total Building Expenditures	\$ 665,636	\$ 678,950	\$ 678,950	\$ 683,010
11.64% Reimbursable Indirect Costs	(1,840,224)	(1,910,808)	(1,893,597)	(1,884,719)
Costs in Excess of Building Expense	\$ (1,174,588)	\$ (1,231,858)	\$ (1,214,647)	\$ (1,201,709)
OTHER				
Outgoing Transfer To General Fund	3,200,000	3,200,000	3,200,000	3,200,000
Total Expenditures	\$ 22,077,702	\$ 22,956,302	\$ 23,145,836	\$ 22,679,988

## DEBT RETIREMENT FUND BUDGET

	09/10 ADOPTED	Ą	FIRST	1.64.95	SECOND. MENDED	A	FINAL MENDED
BEGINNING FUND BALANCE	\$ 345,140	\$	310,980	\$	310,980	\$	310,980
REVENUES							
Tax Revenues	\$ 8,762,646	\$	8,673,123	\$	8,673,123	\$	8,673,123
Interest Income	20,000		20,000		1,000		1,000
Other Revenue	20,000		20,000		20,000		20,000
Total Revenue	\$ 8,802,646	\$	8,713,123	\$	8,694,123	\$	8,694,123
EXPENDITURES							
Bond Redemption	\$ 3,900,000	\$	3,900,000	\$	3,900,000	\$	3,900,000
Bond Interest	4,523,148		4,523,148		4,523,148		4,523,148
Other	150,000		150,000		250,000		250,000
Total Expenditures	\$ 8,573,148	\$	8,573,148	\$	8,673,148	\$	8,673,148
SURPLUS (DEFICIT)	\$ 229,498	\$	139,975	\$	20,975	\$	20,975
FUND BALANCE	\$ 574,638	\$	450,955	\$	331,955	\$	331,955

NOTE: The property tax adopted to cover debt is 1.62 mills.

## BUILDING & SITE TECHNOLOGY FUND BUDGET

	09/10 ADOPTED	FIRST AMENDED	SECOND AMENDED	FINAL AMENDED
BEGINNING FUND BALANCE	\$2,345,537	\$2,449,660	\$2,449,660	\$2,449,660
REVENUES				
Interest Income	\$30,000	\$30,000	\$30,000	\$2,000
Total Revenue	\$30,000	\$30,000	\$30,000	\$2,000
EXPENDITURES				
Technology Equipment	\$1,000,000	\$1,000,000	\$1,000,000	\$300,000
Total Expenditures	\$1,000,000	\$1,000,000	\$1,000,000	\$300,000
SURPLUS (DEFICIT)	(\$970,000)	(\$970,000)	(\$970,000)	(\$298,000)
FUND BALANCE	\$1,375,537	\$1,479,660	\$1,479,660	\$2,151,660

Funds to be used for "Five Year Technology Plan" and other technology purchases district wide. Current year projects: Network Maintenance, upgrade network equipment, school computer labs, COPS grant, other.

### TECHNOLOGY BOND FUND BUDGET

	09/10 ADOPTED	FIRST	SECOND	FINAL AMENDED
BEGINNING FUND BALANCE	\$117,838	\$244,252	\$244,252	\$244,252
REVENUES				
Interest Income	\$3,000	\$3,000	\$3,000	\$500
Total Revenue	\$3,000	\$3,000	\$3,000	\$500
EXPENDITURES				
Equipment	\$120,838	\$247,252	\$247,252	\$244,752
Total Expenditures	\$120,838	\$247,252	\$247,252	\$244,752
SURPLUS (DEFICIT)	(\$117,838)	(\$244,252)	(\$244,252)	(\$244,252)
FUNDBALANCE	\$0	\$0	\$0	\$0

### SINKING FUND CAPITAL PROJECTS BUDGET

	09/10 ADOPTED		SECOND	FINAL Amended
BEGINNING FUND BALANCE	\$7,376,716	\$8,586,791	\$8,586,791	\$8,586,791
REVENUES				
Property Taxes	\$5,996,233	\$5,996,233	\$5,996,233	\$5,996,233
Interest Income	\$2,000	\$2,000	\$2,000	\$500
Total Revenue	\$5,998,233	\$5,998,233	\$5,998,233	\$5,996,733
EXPENDITURES				
Repairs	\$6,000,000	\$6,000,000	\$6,000,000	\$8,730,000
Total Expenditures	\$6,000,000	\$6,000,000	\$6,000,000	\$8,730,000
SURPLUS (DEFICIT)	(\$1,767)	(\$1,767)	(\$1,767)	(\$2,733,267)
FUND BALANCE	\$7,374,949	\$8,585,024	\$8,585,024	\$5,853,524

Current Year Projects may include; paving, cement, water mains, parking lot lights, storm sewers play structures, gym floors, major building renovations, boiler repair, tunnel work, sheet metal siding grading/drainage. Other work as needed throughout the year.

### SPECIAL MAINTENANCE FUND BUDGET

	09/10 ADOPTED	FIRST AMENDED	SECOND	FINAL AMENDED
BEGINNING FUND BALANCE	\$500,731	\$544,739	\$544,739	\$544,739
REVENUES			• •	
Interest Income	\$2,000	\$2,000	\$2,000	<b>\$</b> 0
Total Revenue	\$2,000	\$2,000	\$2,000	\$0
EXPENDITURES				
Renovation	\$300,000	\$340,000	\$340,000	\$300,000
Total Expenditures	\$300,000	\$340,000	\$340,000	\$300,000
SURPLUS (DEFICIT)	(\$298,000)	<b>(</b> \$338,000)	(\$338,000)	(\$300,000)
FUNDBALANCE	\$202,731	\$206,739	\$206;739	\$244,739

**NOTE:** Funds to be used for maintenance projects including supplies and materials district wide. Due to budget reductions this fund will supplement General Fund maintenance costs for 2009-10.

# FOOD SERVICE FUND BUDGET

	09/10 Adopted		FIRST AMENDED		SECOND	(FINAL) Amended
BEGINNING FUND BALANCE	\$203,100		\$216,897		\$216,897	\$216,897
REVENUES						
Local Sales	\$ 2,325,500		\$2,403,278		\$2,373,334	\$2,017,655
State Reimbursement	117,000		\$160,095		\$160,095	\$160,095
Federal Reimbursement	1,104,896	·	\$1,007,171		\$1,007,171	\$1,196,099
General Fund Support	312,000		\$312,000		\$312,000	\$237,000
Total Revenue	\$ 3,859,396		\$3,882,544		\$3,852,600	\$3,610,849
EXPENDITURES						
Wages & Benefits	\$ 1,576,032		\$1,548,294		\$1,528,294	\$1,559,669
Contract Services	1,699,110		\$314,000		\$314,000	\$238,100
Food	504,115		\$1,777,634		\$1,777,634	\$1,572,634
Non-Food Cost	·		\$189,965		\$183,465	\$212,809
Total Expenditures	\$ 3,779,257		\$3,829,893		\$3,803,393	\$3,583,212
SURPLUS (DEFICIT)	\$ 80,139	\$	52,651	\$	49,207	\$ 27,637
	\$ 283,239)		\$269,548	躑	\$266,104	\$244,534

## HEALTH & WELFARE FUND BUDGET

	09/10 ADOPTED	FIRST	SECOND	
BEGINNING FUND BALANCE	\$1,803,237	\$2,516,682	\$2,516,682	\$2,516,682
REVENUES				
Interest Income	\$100,000	\$100,000	\$25,000	\$0
Employee Transfers	\$450,000	\$877,000	\$1,000,000	\$900,000
Other Fund Transfers	\$5,360,739	\$5,002,171	\$5,022,640	\$6,020,387
General Fund Transfers	\$18,792,039	\$18,531,224	\$18,553,755	\$18,490,291
Total Revenue	\$24,702,778	\$24,510,395	\$24,601,395	\$25,410,678
EXPENDITURES				
Claims	\$18,933,500	\$18,688,500	\$18,688,500	\$19,318,000
Premiums	\$5,196,000	\$5,501,000	\$5,501,000	\$5,424,000
Administrative Fees	\$971,500	\$1,011,500	\$1,011,500	\$1,052,500
Total Expenditures	\$25,101,000	\$25,201,000	\$25,201,000	\$25,794,500
SURPLUS (DEFICIT)	(\$398,222)	(\$690,605)	(\$599,605)	(\$383,822)
FUND BALANCE	\$1,405,015	\$1,826,077	\$1,917,077	\$2,132,860

Funds used to record costs of claims, fees and premiums for employees benefit costs. Most of the costs are self-insured and final costs are not known until the year end.

# ATHLETIC FUND BUDGET

	09/10 ADOPTED	FIRST	SECOND	FINAL AMENDED
BEGINNING FUND BALANCE	\$0	\$0	\$0	\$0
REVENUES				
Student Fees	\$439,000	\$439,000	\$447,000	\$404,000
Gate Receipts	\$240,000	\$240,000	\$240,000	\$245,000
General Fund Transfers	\$1,007,740	\$1,007,740	\$939,965	\$950,668
Total Revenue	\$1,686,740	\$1,686,740	\$1,626,965	\$1,599,668
EXPENDITURES				
Coaches/Director/Stipends	\$1,099,436	\$1,099,436	\$1,117,606	\$1,141,439
Contracted Services	\$100,200	\$100,200	\$210,950	\$221,950
Supplies/Equipment/Misc.	\$487,104	\$487,104	\$298,409	\$236,279
Total Expenditures	\$1,686,740	\$1,686,740	\$1,626,965	\$1,599,668
SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0

## SCHOLARSHIP FUND BUDGET

	09/10 ADOPTED	FIRST AMENDED	SECOND AMENDED	FINAL Amended
BEGINNING FUND BALANCE	\$55,341	\$54,258	\$54,258	\$54,258
REVENUES			. *	
Donations	\$1,500	\$1,500	\$1,500	\$500
Interest Income	\$800	\$800	\$800	\$100
Total Revenue	\$2,300	\$2,300	\$2,300	\$600
EXPENDITURES				
Scholarships	\$4,000	\$4,000	\$4,000	\$4,000
Total Expenditures	\$4,000	\$4,000	\$4,000	\$4,000
SURPLUS (DEFICIT)	(\$1,700)	(\$1,700)	(\$1,700)	(\$3,400)
FUND BALANCE	\$53,641	\$52,558	\$52,558	\$50,858

## FUNDED PROJECTS BUDGET

	09/10 ADOPTED	FIRST AMENDED	SECOND AMENDED	FINAL
BEGINNING FUND BALANCE	\$0	\$0	\$0	\$0
REVENUES				
General Fund Transfer	\$440,181	\$434,448	\$422,123	\$416,023
Local	\$871,282	\$845,561	\$847,063	\$873,393
State	\$283,325	\$349,029	\$300,024	\$293,855
Federal	\$10,183,401	\$7,498,636	\$7,647,944	\$7,833,785
Total Revenue	\$11,778,189	\$9,127,674	\$9,217,154	\$9,417,056
EXPENDITURES				
Instructional	\$8,453,744	\$5,570,179	\$5,531,166	\$5,684,994
Support	\$2,101,215	\$2,472,490	\$2,611,552	\$2,658,725
Community Service	\$83,138	\$83,547	\$86,692	\$86,717
Outgoing Transfers and Other	\$1,140,092	\$1,001,458	\$987,744	\$986,620
Total Expenditures	\$11,778,189	\$9,127,674	\$9,217,154	\$9,417,056
SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0
FUND BALANCE	\$0	\$0	\$0	\$0

NOTE: Grants are budgeted at prior year levels until awards come in for the new year. The budget for ARRA (Federal Stimulus) funds projected for 2009-10 for IDEA and Title grants is reported separately.

### 2009-2010 LOCAL, STATE AND FEDERALLY FUNDED PROJECTS

		REVENUE		EXPENSE	TF	RANSFER
LOCAL SOURCES		n na hAnna an an an ann an an an an an an an an	L. C.	()))))))))))))))))))))))))))))))))))))	17 19929	RATABANAN GALAR (J. 2007), ALA
Business Partnerships	\$	24,850	\$	24,850	\$	-
Community Foundation Southeast Michigan	\$	2,500	\$	2,500	Ψ	
Cooper Redevelopment Grant	Ŧ	844,063	Ŧ	844,063		_
DACTM Mini-Grant		500		500		
Transition Mini-Grant		1,480		1,480		_
Total Local Sources	\$	873,393	\$	873,393	\$	-
STATE SOURCES						
Bilingual Section 41	\$	3,649	\$	3,649	\$	_
Bilingual Section 41 Carry-Over	Ψ	17,977	Ψ	17,977	Ψ	_
Early Childhood Preschool		12,100		12,100		_
Section 32d Great Start Readiness Program		219,595		219,595		_
Section 32d Great Start Readiness Program Carry-Over		26,393		26,393		: · _
Section 96 Golden Apple		14,141		14,141	,	• •
Total State Sources	\$	293,855	\$	293,855	\$ <sup></sup>	tere di <b>e</b> e e
	•	,	•			
FEDERAL SOURCES	•		•	101000		
ROTC	\$	132,058	\$	431,860	\$ <u>}</u>	(299,802)
Title I		1,537,671		1,537,671		-
Title I Carry-Over		284,981		284,981		-
Title I 08-09 Final Expenditures		168,900		168,900		
Title I Garfield LEA Planning		3,000		3,000		
Title II Part A		441,482		441,482		· · ·
Title II Part A Carry-Over		46,974		46,974		
Title II Part D Carry-Over		979		979		· ·-
Title III Limited English		37,725		37,725		. –
Title III Limited English Carry-Over		9,945		9,945		. • •
Title III Immigrant Students		18,875		18,875		-
Title III Immigrant Students Carry-Over		13,373		13,373		-
Vocational Perkins		246,226		246,226		-
Vocational Tech Prep		15,370		15,370		-
Drug Free Schools Grant		48,373		48,373		. –
Drug Free Schools Grant Carry-Over		3,501		3,501		-
IDEA Flow-Through		3,234,650		3,350,871		(116,221)
IDEA Flow-Through Carry-Over		71,120		71,120		-
IDEA Preschool Incentive		218,309		218,309		-
IDEA Preschool Incentive Carry-Over		49,842		49,842		-
IDEA Low-Incidence Center Program Expansion		711,942		711,942		-
ABE Family Literacy		230,000		230,000		-
ABE English/Civics Literacy		12,000		12,000		-
PEP Grant		288,989		288,989		-
Positive Behavior Support Grant		7,500		7,500		-
Total Federal Sources	\$	7,833,785	\$	8,249,808	\$	(416,023)
Total Grants	\$	9,001,033	\$	9,417,056	\$	(416,023)
Funded Indirect Costs				(142,557)		142,557
Net General Fund Transfer to Funded Projects	\$	9,001,033	\$	9,274,499	\$	(273,466)

Note: We start the budget year assuming that the same grants will be funded based on the most recent information. We will amend the budget after the grants are approved and actual amounts are known.

### REINVESTMENT (ARRA) FUND BUDGET

	09/10 ADOPTED	FIRST	AMENDED	FINAL AMENDED
BEGINNING FUND BALANCE	\$0	\$0	\$0	\$0
REVENUES Federal		\$2,990,429	\$4,916,479	\$4,926,028
Total Revenue	\$0	\$2,990,429	\$4,916,479	\$4,926,028
EXPENDITURES				
Instructional		\$793,707	\$2,296,987	\$2,376,341
Support		\$2,146,312	\$2,524,075	\$2,443,692
Community Service Outgoing Transfers and Other		\$9,852	\$21,267	\$24,801
Ougoing transiers and Other		\$40,558	\$74,150	\$81,194
Total Expenditures	\$0	\$2,990,429	\$4,916,479	\$4,926,028
SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0
FUND BALANCE	\$0	\$0	\$0	\$0

**NOTE:** When the proposed 09-10 budget was adopted in June, it included ARRA (Federal Stimulus) Funds. Because the ARRA funds are now reported in a separate fund, they are reported separately in the budget book.

We start the budget year assuming that the same grants will be funded based on the most recent information. The ARRA IDEA grant is a two-year grant. Budgeted amounts represent estimated costs for 2009-2010. Any unspent grant funds will be carried over to the 2010-2011 school year.

#### 2009-2010 ARRA AMERICAN RECOVERY AND REINVESTMENT ACT FUNDED PROJECTS

#### REVENUE EXPENSE TRANSFER

FEDERAL SOURCES			
Title I ARRA	\$975,299	\$975,299	\$0
Title IID	\$32,750	\$32,750	
IDEA Flow-Through ARRA	2,817,369	2,817,369	\$0
IDEA CPE - ARRA	836,220	836,220	\$0
IDEA Preschool ARRA	264,390	264,390	\$0
Total Federal Sources	\$4,926,028	\$4,926,028	\$0
Total Grants	\$4,926,028	\$4,926,028	\$0
Funded Indirect Costs - Transfer to General Fund		\$81,194	

recent information. The ARRA IDEA grant is a two-year grant. Budgeted amounts represent estimated costs for

2009-2010. Any unspent grant funds will be carried over to the 2010-2011 school year.

Ayes: Burton, Freeman, Lessard, Mang, Oke, Scheel Nays: King

Adoption of<br/>2010-2011It was moved by Ms. Burton and supported by Ms. Mang that the Board of<br/>Education of the Livonia Public Schools School District adopt the following<br/>proposed 2010-2011 Livonia Public Schools budgets: General Fund, Special<br/>Education Fund, Debt Retirement Fund, Building and Site Technology Fund,<br/>Building Improvement and Technology Fund, Sinking Fund, Special<br/>Maintenance Fund, Food Service Fund, Health and Welfare Fund, Athletic<br/>Fund, Scholarship Fund, Funded Projects Fund and Reinvestment (ARRA)<br/>Fund budgets.

### RESOLUTION FOR BUDGET ADOPTION BY THE BOARD OF EDUCATION LIVONIA PUBLIC SCHOOLS

RESOLVED, that the general appropriation for Livonia Public Schools for revenue for the fiscal year 2010-11 General Fund is amended as follows:

REVENUE	FIN	09/10 AL AMENDED	10/11 PROPOSED
Local	\$	37,675,058	\$ 35,204,334
State	\$	99,164,356	\$ 102,651,574
Federal	\$	5,086,434	\$ 384,528
Incoming Transfers and Other Transactions	\$	3,493,952	\$ 3,664,102
Total Revenue	\$	145,419,800	\$ 141,904,538
Fund Balance - July 1, 2010 Unreserved	\$	4,550,738	\$ 2,000,331
Fund Balance - July 1, 2010 Reserved	\$	4,721,964	\$ 2,775,174
Fund Balance Sub Total	\$	9,272,702	\$ 4,775,505
Total Fund Equity and Revenues Available to Appropriate	\$	154,692;502	\$ 146,680,043

The property tax proposed to be levied to support General Fund Operating purposes is .51 of a mill homestead and 18.00 mills non-homestead

### RESOLUTION FOR BUDGET ADOPTION BY THE BOARD OF EDUCATION LIVONIA PUBLIC SCHOOLS

RESOLVED, that the general appropriation for Livonia Public Schools for expenditures for the fiscal year 2010-11 General Fund is amended as follows:

EXPENDITURES		09/10		10/11
EXTENDITORIES	FIN/	AL AMENDED		ROPOSED
INSTRUCTION				
Basic Programs	\$	76,076,626	\$	74,098,866
Added Needs	\$	10,738,891	\$	11,833,910
Adult & Continuing Education	\$	699,500	\$	629,483
Total Instruction	\$	87,515,017	\$	86,562,259
SUPPORTING SERVICES				
Pupil	\$	9,116,020	\$	9,003,532
Instructional Staff	\$	7,554,466	\$	6,859,588
General Administration	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,002,127	\$	1,014,457
School Administration	\$	9,383,134	\$	9,207,983
Business	\$	3,691,495	\$	3,585,311
Operations	\$	15,684,765	\$	15,043,650
Transportation		8,480,163	\$	7,850,335
Central	\$	2,455,686	\$	2,498,967
Total Supporting Services	\$	57,367,856	\$	55,063,823
COMMUNITY SERVICES				
Custody & Child Care	\$	2,607,368	\$	2,612,836
Other (DARE)	\$	7,000	\$	7,000
Total Community Services	\$	2,614,368	\$	2,619,836
OPERATION TRANSFERS AND OTHER				
Transfers to Other Districts	\$	56,000	\$	58,000
Transfers to Other Funds	\$	2,173,965	\$	1,629,393
Other Transactions (Bus Financing)	\$	189,791	\$	189,791
Total Operating Transfers and Other	\$	2,419,756	\$	1,877,184
TOTAL APPROPRIATED-GENERAL FUND	\$	149,916,997	\$	146,123,102
ANTICIPATED FUND BALANCE Unreserved	¢.	0.000.004	~	
Reserved for Athletic Field Replacement	\$ ¢	2,000,331	\$	556,941
Reserved for Student Services Staffing	\$ \$	580,000 700,000	\$ ¢	-
Reserved for Textbooks/Curriculum	э \$	300,722	\$ \$ \$	-
Reserved for Webster	ֆ \$	1,194,452	¢.	-
Total Anticipated Fund Balance	Ф \$	4,775,505	φ \$	556,941
. Starringopatoa i ana Balanoo	Ψ	7,775,505	φ	550,341

### SPECIAL EDUCATION FUND BUDGET

	FIN	09/10 AL AMENDED	Ē	10/11 ROPOSED
BEGINNING FUND BALANCE	\$	5,133,381	\$	3,135,090
REVENUES				
General Fund Transfer-Local Programs	\$	742,984	\$	742,984
County	\$ \$ \$	14,763,878	\$	15,299,644
State	\$	5,174,835	\$	5,389,587
Total Revenue	\$	20,681,697	\$	21,432,215
EXPENDITURES				
Instructional	\$	13,458,647	\$	14,017,462
Support	\$	6,021,341	\$	6,137,483
Outgoing Transfers and Other	\$ \$ \$	3,200,000	\$	3,200,000
Total Expenditures	\$	22,679,988	\$	23,354,945
SURPLUS (DEFICIT)	\$	(1,998,291)	\$	(1,922,730)
FUND BALANCE	\$	3,135,090	\$	1,212,360

**NOTE:** Special Education is estimated for the proposed budget until exact budget details are determined based on actual student enrollment and placements.

## SPECIAL EDUCATION FUND EXPENDITURES BY PROGRAM

	FINA	09/10 LAMENDED	P	10/11 ROPOSED
PROGRAM COSTS Autistic	•	4 070 400	•	<b>F 007</b> 000
Skill Center	\$	4,973,160	\$	5,327,228
Trainable Mentally Impaired	\$	8,164,375	\$	8,571,054
Visually Impaired	\$	5,825,975	\$	5,807,001
	\$	1,718,187	\$	1,726,932
Total Program Costs	\$	20,681,697	\$	21,432,215
INDIRECT COSTS				
Total Building Expenditures	\$	683,010	\$	683,010
11.64% Reimbursable Indirect Costs	\$	(1,884,719)	\$	(1,960,280)
Costs in Excess of Building Expense	\$	(1,201,709)	\$	(1,277,270)
OTHER				
Outgoing Transfer To General Fund	\$	3,200,000	\$	3,200,000
Total Expenditures	\$	22,679,988	\$	23,354,945

## DEBT RETIREMENT FUND BUDGET

	FINA	09/10 AL AMENDED	P	10/11 ROPOSED
BEGINNING FUND BALANCE	\$	310,980	\$	331,955
REVENUES				
Tax Revenues	\$	8,673,123	\$	8,723,204
Interest Income		1,000	\$	1,000
Other Revenue	\$ \$	20,000	\$	20,000
Total Revenue	\$	8,694,123	\$	8,744,204
EXPENDITURES				
Bond Redemption	\$	3,900,000	\$	4,200,000
Bond Interest	\$	4,523,148	\$	4,391,825
Other	\$ \$ \$	250,000	\$	250,000
Total Expenditures	\$	8,673,148	\$	8,841,825
SURPLUS (DEFICIT)	\$	20,975	\$	(97,621)
FUND BALANCE	\$	331,955	\$	234,334

NOTE: The property tax proposed to cover debt is 1.99 mills.

## BUILDING & SITE TECHNOLOGY FUND BUDGET

	FINA	09/10 L AMENDED	P	10/11 ROPOSED
BEGINNING FUND BALANCE	\$	2,449,660	\$	2,151,660
REVENUES Interest Income	\$	2,000	\$	2,000
Total Revenue	\$	2,000	\$	2,000
EXPENDITURES				
Technology Equipment Transfer to General Fund	\$	300,000	\$ \$	1,000,000 248,000
Total Expenditures	\$	300,000	\$	1,248,000
SURPLUS (DEFICIT)	\$	(298,000)	\$	(1,246,000)
FUND BALANCE	\$	2,151,660	\$	905,660

Funds to be used for "Five Year Technology Plan" and other technology purchases district wide Current year projects: Network Maintenance, upgrade network equipment, school computer labs, other.

# TECHNOLOGY BOND FUND BUDGET

	FINAL	09/10 AMENDED	PI	10/11 ROPOSED
BEGINNING FUND BALANCE	\$	244,252	\$	244,252
REVENUES				
Interest Income	\$	500	\$	-
Total Revenue	\$	500	\$	-
EXPENDITURES				
Equipment	\$	244,752	\$	244,252
Total Expenditures	\$	244,752	\$	244,252
SURPLUS (DEFICIT)	\$	(244,252)	\$	(244,252)
	<b>\$</b>		\$	

## SINKING FUND CAPITAL PROJECTS BUDGET

	FIN	09/10 AL AMENDED	10/11 PROPOSED			
BEGINNING FUND BALANCE	\$	8,586,791	\$	5,853,524		
REVENUES						
Property Taxes	\$	5,996,233	\$	5,260,244		
Interest Income	\$	500	\$	500		
Total Revenue	\$	5,996,733	\$	5,260,744		
EXPENDITURES						
Repairs	\$	8,730,000	\$	6,000,000		
Total Expenditures	\$	8,730,000	\$	6,000,000		
SURPLUS (DEFICIT)	\$	(2,733,267)	\$	(739,256)		
FUND BALANCE	\$	5,853,524	<b>\$</b>	5,114,268		

Current Year Projects may include; paving, cement, water mains, parking lot lights, storm sewers, play structures, gym floors, major building renovations, boiler repair, tunnel work, sheet metal siding, grading/drainage, and other work as needed throughout the year.

NOTE: The proposed property tax levy for the sinking fund is 1.120 mills.

## SPECIAL MAINTENANCE FUND BUDGET

	FINA	09/10 _ AMENDED	PI	10/11 ROPOSED
BEGINNING FUND BALANCE	\$	544,739	\$	244,739
REVENUES				
Interest Income	\$	-	\$	-
Total Revenue	\$	-	\$	
EXPENDITURES				
Renovation	\$	300,000	\$	200,000
Total Expenditures	\$	300,000	\$	200,000
SURPLUS (DEFICIT)	\$	(300,000)	\$	(200,000)
FUND BALANCE	\$	244,739	\$	44,739

**NOTE:** Funds to be used for maintenance projects including supplies and materials district wide. Due to budget reductions this fund will supplement General Fund maintenance costs for 2010-11.

### FOOD SERVICE FUND BUDGET

	FINA	09/10 AL AMENDED	P	10/11 ROPOSED
BEGINNING FUND BALANCE	\$ <sup>.</sup>	216,897	\$	244,534
REVENUES				
Local Sales	\$	2,017,655	\$	2,076,555
State Reimbursement		160,095	\$	160,095
Federal Reimbursement	\$ \$ <b>\$</b>	1,196,099	\$	1,258,099
General Fund Support	\$	237,000	\$	152,000
Total Revenue	\$	3,610,849	\$	3,646,749
EXPENDITURES				
Wages & Benefits	\$	1,559,669	\$	1,444,149
Contracted Services	\$	238,100	\$	313,100
Food Costs	\$	1,572,634	\$	1,608,000
Non-Food Cost	\$	212,809	\$	232,809
Total Expenditures	\$	3,583,212	\$	3,598,058
SURPLUS (DEFICIT) REVENUE	\$	27,637	\$	48,691
FUND BALANCE	\$	244;534	\$	293,225

### HEALTH & WELFARE FUND BUDGET

	FIN	09/10 AL AMENDED	10/11 PROPOSED
BEGINNING FUND BALANCE	\$	2,516,682	\$ 2,132,860
REVENUES			
Employee Transfers	\$	900,000	\$ 450,000
Other Fund Transfers	\$	6,020,387	\$ 5,497,739
General Fund Transfers	\$	18,490,291	\$ 19,792,039
Total Revenue	\$	25,410,678	\$ 25,739,778
EXPENDITURES			
Claims	\$	19,318,000	\$ 20,130,500
Premiums	\$	5,424,000	\$ 5,196,000
Administrative Fees	\$	1,052,500	\$ 971,500
Total Expenditures	\$	25,794,500	\$ 26,298,000
SURPLUS (DEFICIT)	\$	(383,822)	\$ (558,222)
FUND BALANCE	\$	2,132,860	\$ 1,574,638

Funds used to record costs of claims, fees and premiums for employees benefit costs. Most of the costs are self-insured and final costs are not known until the year end.

### ATHLETIC FUND BUDGET

	FINA	09/10 LAMENDED	P	10/11 ROPOSED
BEGINNING FUND BALANCE	\$	-	\$	-
REVENUES Student Fees	\$	404,000	\$	645,201
Gate Receipts General Fund Transfers	\$ \$	245,000 950,668	\$ \$	240,000 530,755
Total Revenue	\$	1,599,668	\$	1,415,956
EXPENDITURES				
Coaches/Director/Stipends	\$	1,141,439	\$	1,074,996
Contracted Services	\$ \$	221,950	\$	136,651
Supplies/Equipment/Misc.	\$	236,279	\$	204,309
Total Expenditures	\$	1,599,668	\$	1,415,956
SURPLUS (DEFICIT)	\$	-	\$	-
FUND BALANCE	\$		\$	

## SCHOLARSHIP FUND BUDGET

		09/10- AMENDED	10/11 OPOSED
BEGINNING FUND BALANCE	\$	54,258	\$ 50,858
REVENUES			
Donations	\$	500	\$ 500
Interest Income	<b>\$</b> \$	100	\$ 100
Total Revenue	\$	600	\$ 600
EXPENDITURES			
Scholarships	\$	4,000	\$ 4,000
Total Expenditures	\$	4,000	\$ 4,000
SURPLUS (DEFICIT)	\$	(3,400)	\$ (3,400)
FUND BALANCE	\$	50,858	\$ 47,458

### FUNDED PROJECTS BUDGET

	FINA	09/10 LAMENDED	P	10/11 ROPOSED
BEGINNING FUND BALANCE	\$	-	\$	-
REVENUES				
General Fund Transfer	\$	416,023	\$	432,833
Local		873,393	\$	873,393
State	\$ \$ \$	293,855	\$	252,181
Federal	\$	7,833,785	\$	6,976,738
Total Revenue	\$	9,417,056	\$	8,535,145
EXPENDITURES				
Instructional	\$	5,684,994	\$	5,396,468
Support	\$	2,658,725	\$	2,108,446
Community Service	\$	86,717	\$	74,033
Outgoing Transfers and Other	\$	986,620	\$	956,198
Total Expenditures	\$	9,417,056	\$	8,535,145
SURPLUS (DEFICIT)	\$	-		\$-
FUND BALANCE	\$			` <b>\$</b>

NOTE: Grants are budgeted at prior year levels until awards come in for the new year.

#### 2010-2011 LOCAL, STATE AND FEDERALLY FUNDED PROJECTS

					9.1955 	
		REVENUE		EXPENSE	<u>اتھ</u>	RANSFER
LOCAL SOURCES						
Business Partnerships	\$	24,850	\$	24,850	\$	-
Community Foundation Southeast Michigan	\$	2,500	\$	2,500	\$	-
Cooper Redevelopment Grant	\$	844,063	\$	844,063	\$	-
DACTM Mini-Grant	\$	500	\$	500	\$	-
Transition Mini-Grant	\$	1,480	\$	1,480		
Total Local Sources	\$	873,393	\$	873,393	\$	-
STATE SOURCES	•		•			
Bilingual Section 41	\$	3,649	\$	3,649	\$	-
Bilingual Section 41 Carry-Over	\$	2,696	\$	2,696	\$	-
Early Childhood Preschool	\$	12,100	\$	12,100	\$	. –
Section 32d Great School Readiness	\$	219,595	\$	•	\$	-
Section 96 Golden Apple	\$	14,141	\$	14,141	\$	-
Total State Sources	\$	252,181	\$	252,181	\$	-
FEDERAL SOURCES						
ROTC	\$	132,058	\$	448,670	\$	(316,612)
Title I		1,286,948			φ \$	(310,012)
				• •	ֆ \$	
Title I Carry-Over	\$	230,650	\$	230,650	Φ	· <b>-</b>
Title I Garfield LEA Planning	\$	3,000	\$	3,000	ſ	
Title II Part A	\$	375,260	\$	375,260	\$	
Title II Part A Carry-Over	\$	66,222	\$	66,222	\$	-
Title III Limited English	\$	47,670	\$	47,670	\$	· -
Title III Limited English Carry-Over	\$	5,658	\$	5,658	\$	-
Title III Immigrant Students	\$	32,248	\$	32,248	\$	· –
Title III Immigrant Students Carry-Over	\$	2,831	\$	2,831		
Vocational Perkins	\$	238,255	\$	238,255	\$	-
Vocational Tech Prep	\$	15,370	\$	15,370	\$	-
Drug Free Schools Grant Carry-Over	\$	7,200	\$	7,200	\$	
IDEA Flow-Through	\$	3,234,650	\$	3,350,871	\$	(116,221)
IDEA Flow-Through Carry-Over	\$	71,120	\$	71,120	\$	-
IDEA Preschool Incentive	\$	65,872	\$	65,872	\$	-
IDEA Preschool Incentive Carry-Over	\$	10,000	\$	10,000	\$	-
IDEA Low-Incidence Center Program Expansion	\$	711,942	\$	711,942	\$	-
ABE Family Literacy	\$	230,000	\$	230,000	\$	-
ABE English/Civics Literacy	\$	12,000	\$	12,000	\$	-
PEP Grant	\$	147,099	\$	147,099	•	
PEP Grant Carry-Over	\$	43,185	\$	43,185		
Positive Behavior Support Grant	\$	7,500	\$	7,500	\$	-
Total Federal Sources		6,976,738	•	7,409,571	\$	(432,833)
Total Grants	\$	8,102,312	\$	8,535,145	\$	(432,833)
Funded Indirect Costs			\$	(112,135)	\$	112,135
Net General Fund Transfer to Funded Projects	\$	8,102:312	\$	8,423,010	\$	(320,698)
างการของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาร สาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาราสุของสาร	N. 1995	a nananing na an Ang Alato (Ang	ned st	n na harran na shekarar 1990 na	10.14%	an a

Note: We start the budget year assuming that the same grants will be funded based on the most recent information. We will emend the budget after the grants are approved and actual amounts are known.

# REINVESTMENT (ARRA) FUND BUDGET

	FINA	09/10 LAMENDED	PI	10/11 ROPOSED
BEGINNING FUND BALANCE	\$	-	\$	-
REVENUES				
Federal	\$	4,926,028	\$	630,879
Total Revenue	\$	4,926,028	\$	630,879
EXPENDITURES				
Instructional	\$	2,376,341	\$	-
Support	\$	2,443,692		619,240
Community Service	\$ \$	24,801		-
Outgoing Transfers and Other	\$	81,194	\$	11,639
Total Expenditures	\$	4,926,028	. \$	630,879
SURPLUS (DEFICIT)	\$	-		\$ -
	\$		ndersette Witzerset	\$

NOTE: This is year two and the final year for ARRA (Federal Stimulus) Funds.

# 2010-2011 ARRA AMERICAN RECOVERY AND REINVESTMENT ACT FUNDED PROJECTS

	REVENUE		EXPENSE.		TRANSFER	
FEDERAL SOURCES						
IDEA Flow-Through ARRA	\$	587,120	\$	587,120	\$	-
IDEA Preschool ARRA	\$	43,759	\$	43,759	\$	-
Total Federal Sources	\$	630,879	\$	630,879	\$	-
Total Grants	\$	630,879	\$	630,879	\$	-
Funded Indirect Costs - Transfer to General Fund			\$	11,639		

Note: We start the budget year assuming that the same grants will be funded based on the most recent information.

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Ayes: Burton, Freeman, Lessard, Mang, Oke, Scheel Nays: King

Approval of Resolution to Borrow Funds for Cash Flow Funds

It was moved by Mr. Oke and supported by Mr. Freeman that the Board of Education of the Livonia Public Schools School District adopt the following resolution authorizing the issuance of notes in anticipation of state school aid. This resolution will authorize the borrowing of not more than seven million four hundred thousand dollars in August 2010 through the Michigan Municipal Bond Authority.

	<b>RESOLUTION AUTHORIZING ISSUANCE OF NOTES</b>
	IN ANTICIPATION OF STATE SCHOOL AID
	(AUGUST 2010 BORROWING THROUGH THE
	MICHIGAN MUNICIPAL BOND AUTHORITY
0	R MICHIGAN FINANCE AUTHORITY, IF APPLICABLE)

Livonia Public School School District, Wayne County, Michigan (the "School District").

	Α	regular	meeting	of	the	Board	of	Education	of	the	School	District	was	held	in
the _					<u>.</u>		_, i	n the Schoo	l D	istric	t, on the	21st day	of Jur	ne, 20	10,
at			o'cloc	k ir	n the_			·							

The meeting was called to order at \_\_\_\_\_ o'clock in the \_\_\_\_\_ by \_\_\_\_\_, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member \_\_\_\_\_\_ and supported by Member \_\_\_\_\_\_:

WHEREAS, under the terms of Section 1225 of Act 451, Public Acts of Michigan, 1976, as amended (the "Act"), the School District is authorized to borrow money for school operations and issue its notes therefor, in one or more series, pledging for the payment thereof monies to be received by it pursuant to the State School Aid Act of 1979, Act 94, Public Acts of Michigan, 1979, as amended (the "State Aid Act"), which notes shall be the full faith and credit obligation of the School District; and

WHEREAS, the estimated amount of the state school aid appropriations allocated or to be allocated to the School District for the fiscal year ending June 30, 2011 (the "2010/2011 State Aid"), is shown in paragraph1 of Exhibit A; and

WHEREAS, the estimated amount of 2010/2011 State Aid allocated or to be allocated to the School District pursuant to Section 20 of the State Aid Act and expected to be received by the School District from January 2011 through August 2011 is shown in paragraph 2 of Exhibit A (the "Pledged State Aid"); and

WHEREAS, the School District has the need to borrow the sum of not to exceed the amount shown in paragraph 3 of Exhibit A to pay operating expenses for the fiscal year beginning July 1, 2010, which amount is estimated to be not more than 70% of the difference between the total state school aid funds apportioned or to be apportioned to the School District for the 2010/2011 State Aid and that portion of the 2010/2011 State Aid already received or pledged; and

WHEREAS, the School District plans to issue or has issued notes, bonds or other obligations subject to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), relating to arbitrage and the rebate thereof, including but not limited to federally tax-exempt obligations, Build America Bonds, Qualified School Construction Bonds, and Recovery Zone Economic Development

Bonds, not including this borrowing, during calendar year 2010 in the aggregate principal amount shown in paragraph 4 of Exhibit A; and

WHEREAS, the School District determines that it is in its best interest to borrow the sum of not to exceed the amount shown in paragraph 3 of Exhibit A and issue the general obligation notes in one or more series (the "Note" or "Notes") of the School District therefor to the Michigan Municipal Bond Authority or the Michigan Finance Authority, if applicable (the "Authority").

## NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School District, pursuant to Section 1225 of the Act, shall issue its Notes in one or more series in order to borrow for the above purpose a sum not to exceed the amount shown in paragraph 3 of Exhibit A, the final amount and series designation to be determined by an officer designated in paragraph 5 of Exhibit A, or a designee who shall be a member of the administrative staff or board of education of the School District (the "Authorized Officer"), prior to the sale of the Notes, or such portion thereof as the Michigan Department of Treasury (the "Treasury") may approve, if prior approval is necessary, and issue the general obligation Notes of the School District therefor in anticipation of the distribution of the Pledged State Aid.

2. The Notes shall be issued in one or more series, bear interest at the rate or rates determined on the sale thereof, which shall not exceed the maximum rate permitted by law at the time of sale, be dated as set forth in paragraph 6 of Exhibit A, or as of the date of delivery, and be due and payable on the date shown in paragraph 6 of Exhibit A. The Notes shall be payable in lawful money of the United States of America at a bank or trust company qualified to act as paying agent in the State of Michigan, as shall be designated by the Authority. The Notes shall be in the denomination of \$1,000 or multiples or combinations thereof, or \$5,000 or multiples or combinations thereof. The Notes shall not be subject to redemption prior to maturity.

3. The School District hereby appropriates a sufficient amount of the Pledged State Aid to repay the principal of and interest on the Notes. In addition, the full faith and credit of the School District is hereby irrevocably pledged for payment of the principal of and interest on the Notes and, in case of the insufficiency of the Pledged State Aid, the School District shall pay the Notes from any funds legally available therefor, and, if necessary, levy sufficient taxes on all taxable property in the School District for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

4. In the event the Authorized Officer determines that it is in the best interest of the School District to choose to pay all or a portion of the principal and interest on the Notes with set aside installments, the following provisions in this paragraph 4 shall apply:

Monies to pay the principal and interest on the Notes when due shall be set aside in a separate fund with the depository designated in the Purchase Contract described below (the "Depository") in five (5) or seven (7) equal installments (the "Installment" or "Installments"), commencing on January 20, 2011, and thereafter on the 20th day of each month (or in the case of February, the 22nd, and in March, the 21st) through May 20, 2011 (if payable in five (5) Installments) or July 20, 2010 (if payable in seven (7) Installments) or such other state school aid payment date as may be provided for under state law (each a "Payment Date"). If a Payment Date falls on a Saturday, Sunday, or legal holiday, the Payment Date shall be the next regular business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. If, for any reason, the Pledged State

Aid received during the month of the Installment is insufficient to pay the Installment, then in that event the School District pledges to use any and all other available funds to meet the set aside Installment obligation. If the School District fails to set aside all or any portion of an Installment (the "Installment Shortfall") on the Payment Date, the Authority is authorized, pursuant to Section 17a(3) of the State Aid Act, to intercept 100% of the Pledged State Aid to be distributed to the School District beginning with the month following the School District's failure to meet the Installment obligation and all months thereafter, in accordance with the terms and conditions of the Purchase Contract (the "Purchase Contract") between the Authority and the School District. Beginning with the month following the Installment Shortfall, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the School District and apply the intercepted amount on the following priority basis: (A) the Installment Shortfall; (B) the current month's Installment; and (C) any amounts remaining to be immediately distributed to the School District. The intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the total principal and interest on the Notes. The Pledged State Aid due to the School District during each of the months of June, July and August (if a five (5) Installment schedule is applicable) or during the month of August (if a seven (7) Installment schedule is applicable) shall under no circumstances be less than the amount of one Installment.

If the School District has failed to deposit all or a portion of an Installment by the last regular business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer and the School District on the first regular business day following the last regular business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of written notice from the Depository, the Authority shall promptly notify the School District that it will immediately commence to intercept 100% of the Pledged State Aid.

If the five (5) Installment schedule is applicable and if on May 31, 2011, the funds with the Depository, together with moneys to be received during June 2011 under the State Aid Act, are insufficient to pay the principal of and interest on the Notes when due, the School District, pursuant to Section 17a(3) of the State Aid Act, to the extent necessary to meet the remaining payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the payment has been made under the State Aid Act.

If the seven (7) Installment schedule is applicable and if on July 31, 2011, the funds with the Depository, together with moneys to be received during August 2011 under the State Aid Act, are insufficient to pay the principal of and interest on the Notes when due, the School District, pursuant to Section 17a(3) of the State Aid Act, to the extent necessary to meet the remaining payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the payment has been made under the State Aid Act.

5. The Authorized Officer is authorized to sell all or a portion of the Notes to the Authority without an Installment payment schedule pursuant to the provisions of this resolution. In that event: (a) the Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept or advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17a(3) of the State Aid Act; (b) the School District acknowledges that payment of the principal and interest on the Notes may be secured by a

direct-pay letter of credit issued for the account of the Authority and the School District by JPMorgan Chase Bank, N.A., and/or another provider or providers selected by the Authority (the "Letter of Credit"); (c) it shall not be deemed a default by the School District under the provisions of the Purchase Contract or the Notes if the principal and interest on the Notes shall have been paid in full when due to the Authority from proceeds of a drawing on the Letter of Credit and the drawing on the Letter of Credit is reimbursed by the School District on the designated date set forth in the reimbursement agreement relating to the Letter of Credit; and (d) the School District appoints the Authority as its agent to enter into the reimbursement agreement for and on behalf of the School District, if required by the Authority, as well as on the Authority's own behalf, and the School District agrees to be referred to as an account party in the Letter of Credit obtained by the Authority to secure payment of the Notes and the Authority's notes.

6. The President and Secretary of the Board of Education shall execute the Notes on behalf of the School District, and the executed Notes shall be delivered to the Authority upon the receipt of the purchase price therefor. The Vice-President, Treasurer or Superintendent may execute the Notes instead of either the President or Secretary. The foregoing officials are hereby authorized to execute and deliver a temporary Note or Notes and exchange, when available, final printed Notes therefor at the request of the Authority.

7. Unless the Notes are issued as federally taxable, the School District hereby covenants for the benefit of all holders of the Notes to comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that the interest thereon be or continue to be excluded from gross income for federal income taxation purposes, including, but not limited to, requirements relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Note proceeds and moneys deemed to be Note proceeds.

8. If necessary, the Authorized Officer or designee is hereby authorized to make application to Treasury for and on behalf of the School District for an order approving the issuance of the Notes and to pay any applicable fee therefor, or a post-issuance filing fee, as applicable.

9. The President, Vice-President, Secretary, Treasurer, Superintendent, individual acting in the capacity of the school business official, or designee and the Authorized Officer are further authorized to execute any documents or certificates necessary to complete the transaction including, but not limited to, any certificates relating to federal or state securities laws, rules or regulations.

10. The Notes shall be sold to the Authority and the following provisions shall apply:

(a) The Authorized Officer or designee is hereby authorized to execute and deliver one or more Purchase Contracts with the Authority (which shall be determined by whether one or more series of Notes are issued hereunder) in substantially the form attached hereto as Exhibit B reflecting the terms and conditions of the borrowing with such additions, deletions or substitutions as the Authorized Officer or designee shall deem necessary and appropriate and not inconsistent with the provisions of this resolution. The choice of whether to make set aside Installments for the Notes shall be conclusively evidenced by the Purchase Contract. The Purchase Contract shall include the School District's agreement with respect to any Installment not received by the Depository from the School District on the Payment Date, to pay the Authority an amount as invoiced by the Authority to recover its administrative costs and lost investment earnings attributable to that late payment. (b) The Authorized Officer or designee is further authorized to approve the specific interest rate(s) to be borne by the Notes, not exceeding the maximum rate permitted by law, the purchase price of the Notes, not less than the price specified in paragraph 7 of Exhibit A, a guaranteed investment agreement or other permitted investment in accordance with state law for funds paid to the Depository, if applicable, direct payments of Pledged State Aid to and if required by the Authority, the number of set aside installments (other than five or seven) authorized by the Authority, and other terms and conditions relating to the Notes and the sale thereof.

(c) The form of the Notes shall contain the following language in substantially the form set forth below as applicable:

Series D-1 (with set asides)

To the extent permitted by law, the principal of and interest on this Note which remains unpaid after this Note has matured shall bear interest until paid at an interest rate per annum based upon a 360-day year for the actual number of days elapsed equal to two percent (2%) above the stated interest rate on the Authority's State Aid Revenue Notes, Series 2010D-1.

Series D-2 (with no set asides)

To the extent permitted by law, the principal of and interest on this Note which remains unpaid after this Note has matured shall bear interest until paid at an interest rate per annum based upon a 365/366 day year for the actual number of days elapsed equal to the Reimbursement Rate as defined in Schedule I to the Purchase Contract.

11. The School District hereby determines that it is in the best interest of the School District to issue its Notes to the Authority rather than sell the Notes at a competitive sale based upon the historical performance of the Authority's note pool program whereby competitive interest rates and reduced costs of issuance are obtained by pooling several participating school districts in one or more series of notes.

12. The Authority has named Thrun Law Firm, P.C. as its co-Note counsel for the August 2010 state aid note program. The School District consents to Thrun Law Firm, P.C. representing this School District and acting as co-Note counsel to the Authority for the August 2010 state aid note program.

13. The series of Notes issued hereunder are of equal standing as to the Pledged State Aid. The School District reserves the right to issue additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid. The School District further resolves that the amount payable as to principal and interest on the Notes plus the amount payable as to principal and interest on or prior to the maturity date of the Notes on any additional notes or other obligations of equal standing with the Notes as to payment from Pledged State Aid will not exceed 75% of the amount of Pledged State Aid.

14. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Livonia Public Schools School District, Wayne County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on June 21, 2010, the original of which is a part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

BJB:baf

## EXHIBIT A

- Estimated 2010/2011 State Aid allocated or to be allocated for fiscal year ending June 30, 2011:
   <u>\$106,132,000</u> (total amount estimated to be received from October 1, 2010 through August 31, 2011).
- 2. Estimated Pledged State Aid allocated for fiscal year ending June 30, 2011: \$\_77,187,000 (total amount estimated to be received from January 1, 2011 through August 31, 2011).
- 3. Amount of borrowing not to exceed: \$7,400,000.
- 4. Principal amount of notes, bonds or other obligations subject to Section 148 of the Internal Revenue Code of 1986, as amended, relating to arbitrage and the rebate thereof, including but not limited to federally tax-exempt obligations, Build America Bonds, Qualified School Construction Bonds, and Recovery Zone Economic Development Bonds, not including this borrowing, issued or to be issued during the 2010 calendar year: \$\_\_\_\_\_0.00\_\_\_\_(include plans for voted or non-voted bonds, refunding bonds, additional state aid notes, tax anticipation notes, installment purchase agreements, and lease-purchase agreements).
- 5. Authorized Officer: Superintendent, President or Vice President of the Board of Education, Assistant Superintendent or individual acting in the capacity of the school business official.
- 6. The Notes shall be dated August 20, 2010 and shall mature on August 22, 2011, or such other date as determined by the Authorized Officer.
- 7. Purchase price: Not less than 97% of the principal amount of the Notes.
- 8. Five percent (5%) of estimated fiscal year 2009/2010 operating expenses: \$9,606,000

## EXHIBIT B

# FORM OF PURCHASE CONTRACT [Insert Name of School District Here]

The [Michigan Municipal Bond Authority] [Michigan Finance Authority] (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before the date set forth below. The Issuer accepts the electronic signature of the Authority's Executive Director (or other authorized officer of the Authority) if set forth below and acknowledges that it has the same legal effect and enforceability as a manual signature.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, including those set forth on Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, notes (the "Notes") in the principal amount and with the interest rate as shown on Schedule I. The purchase price for the Notes shall be as set forth on Schedule I.

The Issuer represents and warrants to, and agrees with, the Authority that (A) the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (1) to enter into this Purchase Contract, and (2) to sell and deliver the Notes to the Authority and pledge and assign to the Authority the state school aid payments to be allocated and paid to the Issuer as provided herein and in the resolution authorizing the Notes and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I; and (B) the Issuer shall promptly pay its pro rata share of the Costs of Issuance upon notification by the Authority. The term "Costs of Issuance" shall mean and include underwriter's discount, printing charges, letter of credit fees and related charges of a letter of credit, if any (including, without limitation, all other amounts owing by the Authority under the reimbursement agreement relating to the letter of credit), rating agency charges, trustee fees, bond counsel fees, and other counsel fees and issuance fees of the Authority; provided, however, that the Issuer's pro rata share of such Costs of Issuance shall not exceed the amount shown on Schedule I hereto.

# IF FIVE OR SEVEN SET ASIDE INSTALLMENTS ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

[The Issuer pledges to pay the principal and interest on the Notes from its 2010/2011 State School Aid to be allocated to it and to be paid during January 2011 through August 2011 (the "Pledged State Aid"). Monies to pay the principal and interest on the Notes when due shall be set aside in a separate fund with the Depository (as defined in Schedule I hereto) as hereinafter described in 5 or 7 equal installments (the "Installment" or "Installments") specified in Schedule I, commencing on January 20, 2011, and thereafter on the 20th day of each month (or in the case of February, the 22nd, and in March, the 21st) through May 20, 2011, if five (5) Installments are specified in Schedule I hereto, or through July 20, 2011, if seven (7) Installments are specified in Schedule I hereto or such other State School Aid payment date as may be provided for under state law (the "Payment Date"). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Installment shall be due on the next regular business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. Notwithstanding the foregoing, the Issuer hereby irrevocably directs the State of Michigan to directly transfer to the Depository payment of the Issuer's current month's Installment from the Pledged State Aid received during the month of the Installment on the Payment Date. If, for any reason, the Pledged State Aid received during the month of the Installment is insufficient to pay the Installment, then in that event the Issuer pledges to use any and all other available funds to meet the Installment obligation. If the Issuer fails to set aside any portion of an Installment (the "Installment Shortfall"), pursuant to Section 17a(3) of the State School Aid Act of 1979, as amended (the "Act"), the Authority is authorized to intercept 100% of the Pledged State Aid to be distributed to the Issuer. Beginning with the month following the Installment Shortfall, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the Issuer. Beginning with the month following the Installment Shortfall, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the Issuer. The intercepted amount on the following priority basis: (A) the Installment Shortfall; (B) the current month's Installment; and (C) any amounts remaining to be immediately distributed to the Issuer. The intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the principal of and interest on the Notes. The Authority shall promptly notify the Issuer that it will immediately commence to intercept the Pledged State Aid.

If the Issuer has failed to deposit all or a portion of the Installment by the last regular business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer and the Issuer on the first regular business day following the last regular business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of written notice from the Depository, the Authority shall promptly notify the Issuer that it will immediately commence to intercept 100% of the Pledged State Aid.

If five (5) Installments are specified in Schedule I hereto and if on May 31, 2011, the funds with the Depository, together with moneys to be received during June 2011 pursuant to the Act, or if seven (7) Installments are specified in Schedule I hereto and if on July 31, 2011, the funds with the Depository, together with moneys to be received during August 2011 pursuant to the Act, are, in either case, insufficient to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to meet the payment obligation assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any payment which is dedicated for distribution or for which the appropriation authorizing payment has been made under the Act.

The Issuer consents to the Authority's pledge and assignment of and grant of a security interest in the Authority's rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority's State Aid Revenue Notes, Series 2010D-1 (the "Authority's Notes") and a Trust Indenture dated as of August 1, 2010, issued by the Authority pursuant to its Note Authorizing Resolution adopted \_\_\_\_\_\_, 2010.]

# IF NO SET ASIDE INSTALLMENTS ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

[The Issuer acknowledges that the Authority will purchase the Notes with proceeds from certain notes to be issued by the Authority, and that the payment of principal and interest on those Authority notes will be secured by a direct-pay letter of credit (the "Letter of Credit") issued by JPMorgan Chase Bank, N.A. [and/or another provider or providers selected by the Authority] (the "Bank"), pursuant to a reimbursement agreement between the Authority and the Bank (the "Reimbursement Agreement").

The Issuer agrees that it will deposit with the Depository (as defined in Schedule I) payment of the principal of and interest on the Notes in immediately available funds received by the Depository by 11:00 a.m. on the maturity date of the Notes. The Issuer pledges to pay the principal and interest on its Notes from the 2010/2011 State School Aid to be allocated to it and to be paid during January 2011 through August 2011, inclusive (the "Pledged State Aid"). If on the maturity date of the Notes there are insufficient funds on deposit with the Depository to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to meet the payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to intercept or advance all or part of any state school aid payment which is dedicated for distribution to the Issuer or for which the appropriation authorizing the payment has been made under the Act. The Issuer acknowledges that a State Aid Agreement will be executed among the Authority, the State Treasurer, the Depository, and the Trustee for the Authority whereby the State Treasurer agrees to intercept and/or advance all or part of any State School Aid as described under this Purchase Contract. Notwithstanding the foregoing:

(A) The Issuer hereby irrevocably directs the State of Michigan to pay to the Depository 100% of the Pledged State Aid to be distributed to the Issuer in August 2011, and the Depository shall apply the August 2011 state school aid payment on the following priority basis: (1) the amount necessary to reimburse the Letter of Credit Bank for the drawing on the Letter of Credit to pay the principal and interest on the Notes on August 22, 2011; and (2) any amount remaining to be immediately distributed to the Issuer; and

(B) if (1) the Issuer's August 2011 state school aid payment will be less than the principal and interest on the Notes and (2) the Issuer will pay any of the remaining amount due from any source other than proceeds from its borrowing in the Authority's August 2011 state aid note pool, the Issuer shall give written notice by August 10, 2011 to the Authority and the Depository specifying each such source and amount (e.g., \$\_\_\_\_\_\_ will be wired to the Depository from [ bank name ]).

The Issuer consents to the Authority's pledge and assignment of and grant of a security interest in the Authority's rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority's State Aid Revenue Notes, Series 2010D-2 (the "Authority's Notes") and a Trust Indenture dated as of August 1, 2010, issued by the Authority pursuant to its Note Authorizing Resolution adopted \_\_\_\_\_\_, 2010 and the Authority's obligations under the Reimbursement Agreement.]

Section 17a(3) of the Act does not require the State to make an appropriation to any school district or intermediate school district and shall not be construed as creating an indebtedness of the State.

With respect to any payment not received from the Issuer by the Depository by the time and date due under this Purchase Contract, the Issuer agrees to pay the Authority an amount as invoiced by the Authority to recover its administrative costs attributable to the late payment. The Issuer further agrees to reimburse the Authority (A) for any and all amounts which the Authority may have to rebate to the federal government due to investment income which the Issuer may earn in connection with the issuance or repayment of its Notes and (B) for the Issuer's pro rata share of the Costs of Issuance that were paid by the Authority in the event that the Authority is required to rebate investment earnings to the federal government regardless, in either case, whether the Issuer is subject to such rebate or not. In the event the Issuer does not meet any arbitrage rebate exception pursuant to the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, relative to the Notes, the Issuer will make any required rebate payment to the federal government when due. The Issuer shall make the Notes and its Closing Documents (defined below) available for inspection by the Authority on August \_\_\_\_\_, 2010, at the offices of the Thrun Law Firm, P.C., East Lansing, Michigan. At 9:00 a.m., prevailing Eastern time, on August \_\_\_\_, 2010 ("Closing Date"), the Issuer shall deliver the Notes to the Authority at the offices of \_\_\_\_\_\_,

\_\_\_\_\_\_, Michigan, together with such other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents") and the Authority shall accept delivery of the Notes and the Closing Documents and pay the purchase price for the Notes.

The Authority shall have the right in its sole discretion to terminate the Authority's obligations under this Purchase Contract to purchase, accept delivery of and pay for the Notes if the Authority is unable for any reason to sell and deliver the Authority's Notes on or prior to the Closing Date.

[Michigan Municipal Bond Authority] [Michigan Finance Authority]

By: \_\_\_

Executive Director

Accepted and Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_ ("Issuer")

Title:

By\_\_

THRUN

## Schedule I

# [INSTALLMENT PAYMENT SCHEDULE]

1. The Issuer hereby covenants that it will deposit all Installment payments commencing on January 20, 2011, with The Bank of New York Mellon Trust Company, N.A., or its successor (the "Depository") at its designated corporate trust office located in Detroit, Michigan. The Issuer directs the Depository to use the proceeds of the Installment payments to acquire U.S. Treasury Obligations - - state and local government series (SLGS) and/or such other U.S. Treasury notes, bonds, bills and securities as authorized and directed by the Authority and as permitted by law, or, if authorized and directed by the Authority to enter into an Investment Contract with a financial institution on behalf of the Issuer for the investment of the Installment payments. In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.

2. The number of equal Installments shall be [five] or [seven]. The Issuer hereby agrees to deposit funds with the Depository in accordance with the Purchase Contract and its resolution authorizing the Notes.

3. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.

4. The Issuer covenants that the principal amount of the Notes, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of state school aid to be received by the Issuer during the period from January 1, 2011, through August 31, 2011.

5. The principal amount and the interest rate on the Notes shall be \$\_\_\_\_\_ and \_\_\_\_% per annum, respectively.

6. The Issuer's pro rata share of the Costs of Issuance shall not exceed \$\_\_\_\_\_.

7. The Notes shall be dated August 20, 2010 and shall mature on August 22, 2011.

8. The purchase price of the Notes shall be \$\_\_\_\_\_ (par of \$\_\_\_\_\_ [less net discount of \$\_\_\_\_\_] [plus net premium of \$\_\_\_\_\_]).

9. As long as the Notes are outstanding, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its August 2011 or October 2011 State Aid without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid ("Other Obligations") unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer's intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 22, 2011; and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the Notes. Any one or more of the foregoing restrictions set forth in this paragraph 9 may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

# Schedule I

# [NO INSTALLMENTS]

1. The Issuer hereby agrees to deposit or cause to be deposited funds to pay principal and interest on the Notes with The Bank of New York Mellon Trust Company, N.A., or its successor (the "Depository") at its designated corporate trust office located in Detroit, Michigan, in accordance with the Purchase Contract and resolution authorizing the Notes.

2. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.

3. The Issuer covenants that the principal amount of the Notes, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of state school aid to be received by the Issuer during the period from January 1, 2011, through August 31, 2011.

4. The principal amount and the interest rate on the Notes shall not exceed \$\_\_\_\_\_ and \_\_\_\_% per annum, respectively.

5. The Issuer's pro rata share of the Costs of Issuance shall not exceed \$\_\_\_\_\_\_ plus the Issuer's pro rata share of related charges pursuant to the Reimbursement Agreement between the Authority and \_\_\_\_\_\_, as the Letter of Credit Bank (the "Bank") (including, without limitation, all other amounts owing by the Authority under the Reimbursement Agreement and the initial fee of the Bank).

6. The Notes shall be dated August 20, 2010 and shall mature on August 22, 2011.

7. The purchase price of the Notes shall be \$\_\_\_\_\_ (par of \$\_\_\_\_\_ [less net discount of \$\_\_\_\_\_] [plus net premium of \$\_\_\_\_\_]).

8. Drawings on the Letter of Credit shall be reimbursed to the Bank on the same day in immediately available funds and reasonable charges and expenses which the Bank may pay or incur relative to the Letter of Credit shall be reimbursed to the Bank on demand as provided in the Reimbursement Agreement. Interest shall be payable to the Bank at a daily fluctuating interest rate per annum (the "Reimbursement Rate") equal to (i) in the case of any amount drawn under the Letter of Credit and not so reimbursed, the Base Rate plus 4.0%; and (ii) in the case of any aforesaid reasonable charges and expenses which the Bank may pay or incur relative to the Letter of Credit, the Base Rate plus 4.0%.

"Adjusted One Month LIBOR Rate" means an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the sum of (i) 2.50% per annum plus (ii) the quotient of (a) the interest rate determined by the Bank by reference to the Reuters Screen LIBOR01 Page (or on any successor or substitute page) to be the rate at approximately 11:00 a.m. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day, for dollar deposits with a maturity equal to one (1) month divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal to one (1) month.

"Base Rate" means, for any day, the highest of (a) the Prime Rate, (b) the Adjusted One Month LIBOR Rate and (c) eight percent (8.0%) per annum.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in the States of Michigan, Illinois or New York are authorized or required by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.

"Prime Rate" means, for any day, the greater of:

(i) the rate of interest announced by the Bank from time to time as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate; and

(ii) the sum of (x) the rate determined by the Bank to be the average (rounded upwards, if necessary, to the next higher 1/100 of 1%) of the rates per annum quoted to the Bank at approximately 10:00 a.m. (Chicago time) (or as soon thereafter as is practicable) on such day (or, if such day is not a Business Day, on the immediately preceding Business Day) by two or more Federal funds brokers selected by the Bank for the sale to the Bank at face value of Federal Funds in an amount equal or comparable to the principal amount owed to the Bank for which such rate is being determined, plus (y) 1/2 of 1% (0.50%).

"Reserve Requirement" means a percentage equal to the daily average during the most recently completed interest period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Federal Reserve Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by the Bank the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Eurocurrency Reserve Requirement shall reflect any reserves required to be maintained by the Bank against any category of liabilities that includes deposits by reference to which the Adjusted One Month LIBOR Rate is to be determined.

9. So long as the Notes are outstanding, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its August 2011 or October 2011 State Aid without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid ("Other Obligations") unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer's intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 22, 2011; and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the Notes. Any one or more of the foregoing restrictions set forth in this paragraph 9 may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion. Ayes: Burton, Freeman, Lessard, Mang, Oke, Scheel Nays: King

**Retirements** It was moved by Mr. Lessard and unanimously supported by the Board that the Board of Education of the Livonia Public Schools School District adopt resolutions of appreciation for services rendered by:

**Maria Ackerman** will retire from the district on June 30, 2010, and has devoted 26 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Garfield Elementary School, Taylor Elementary School, Holmes Elementary School, Adams Elementary School, Johnson Elementary School, Washington Elementary School, and Rosedale Elementary School.

**Donna Beardslee** will retire from the district on June 30, 2010, and has devoted 43 years of dedicated, loyal, and outstanding service to the students of Wilson Elementary School, Tyler Elementary School, Nankin Mills Elementary School, the Student Services Department, and Garfield Elementary School as a elementary intern teacher, elementary teacher, teacher of the learning disabled, learning specialist, and reading recovery teacher consultant.

**Jane Begley** will retire from the district on June 17, 2010, and has devoted 25.8 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Buchanan Elementary School, Riley Middle School, and Frost Middle School.

**Alfred Bileti** will retire from the district on August 31, 2010, and has devoted 32.5 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian and maintenance person at Stevenson High School, Frost Middle School, Randolph Elementary School, and the Maintenance Department.

**Regina Brim** will retire from the district on June 30, 2010, and has devoted 18 years of dedicated, loyal, and outstanding service to the students of Randolph Elementary School, Buchanan Elementary School, McKinley Elementary School, and Emerson Middle School as a media specialist.

**Beverly Bydlowski** will retire from the district on June 30, 2010, and has devoted 19 years of dedicated, loyal, and outstanding service to the students of Grant Elementary School, Hoover Elementary School, Webster Elementary School, McKinley Elementary School, Cooper Upper Elementary School, and Garfield Elementary School as an elementary student assistance provider.

**Vernon Brock** will retire from the district on June 30, 2010, and has devoted 34.4 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian at Churchill High School, Stark Elementary School, Dickinson Center, and Emerson Middle School.

**Gary Cieniuch** will retire from the district on June 30, 2010, and has devoted 36.2 years of dedicated, loyal, and outstanding service to the students of Washington Elementary School, Randolph Elementary School, Ford Junior High School, Hayes Elementary School, Holmes Junior High School, Riley Junior High School, Emerson Junior High School, and Cass Elementary School, as a teacher, as a science center teacher for the District, and as a coordinator with the Academic Services Department.

**Danny Cramb** will retire from the district on August 31, 2010, and has devoted 34.7 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian and building supervisor at Coolidge Elementary School, Jefferson Elementary School, Nankin

Mills Elementary School, Dickinson Center, Grant Elementary School, Hayes Elementary School, and Marshall Elementary School.

**Gerald Curtis** will retire from the district on June 30, 2010, and has devoted 12.1 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a bus driver with the Transportation Department.

**Cynthia David** will retire from the district on June 30, 2010, and has devoted 30 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Franklin High School, REMC, IT Department, and Hoover Elementary School.

**Joanne DeWitt** will retire from the district on June 17, 2010, and has devoted 10.9 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a general helper, and cook/baker/helper at Franklin High School, Central Kitchen, and Cooper Upper Elementary School.

**Marla Feldman** will retire from the district on June 30, 2010, and has devoted 29.1 years of dedicated, loyal, and outstanding service to the students of Lowell Junior High School, Holmes Junior High School, Frost Middle School, Emerson Middle School, Taylor Elementary School, Hoover Elementary School, Randolph Elementary School, Johnson Elementary School, and Grant Elementary School as a classroom teacher, learning specialist, teacher consultant, resource classroom teacher, acting principal, and elementary principal.

**Kathleen Fox** will retire from the district on June 30, 2010, and has devoted 42 years of dedicated, loyal, and outstanding service to the students of Johnson Elementary School, Taylor Elementary School, Emerson MIddle School, Grant Elementary School, and Cooper Upper Elementary School as a teacher.

**Lana Heinrich** will retire from the district on August 31, 2010, and has devoted 36.7 years of dedicated, loyal, and outstanding service to the students of Emerson Junior High School, Holmes Junior High School, Franklin High School, Churchill High School, Frost Middle School, Riley Middle School, and Holmes Middle School as a teacher.

**Linda Henry** will retire from the district on June 30, 2010, and has devoted 38.7 years of dedicated, loyal, and outstanding service to the students of Johnson Elementary School, Bryant Junior High School, Riley Junior High School, Nankin Mills Elementary School, Cooper Elementary School, and Holmes Middle School as a teacher.

**David Higer** will retire from the district on July 30, 2010, and has devoted 38.3 years of dedicated, loyal, and outstanding service to the students of Jackson Elementary School, Cooper Elementary School, Henry Ford Junior High School, Riley Junior High School, Frost Junior High School, Kennedy Elementary School, Hoover Elementary School, and Johnson Upper Elementary School as a teacher.

**Denise Holloway** will retire from the district on June 17, 2010, and has devoted five years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Churchill High School.

**Carol Houston** will retire from the district on June 30, 2010, and has devoted 23.4 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Frost Middle School, Holmes Middle School, and Frost Middle School.

**Joan Hovey** will retire from the district on June 30, 2010, and has devoted 26 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Churchill High School, Transportation Department, Stevenson High

School, Career/Technical Center, and Franklin High School.

**Denise Johnson** will retire from the district on June 30, 2010, and has devoted 14 years of dedicated, loyal, and outstanding service to the students of Taylor Elementary School and Hoover Elementary School as a teacher.

**Carolyn Keberly** will retire from the district on July 30, 2010, and has devoted 22 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary at Riley Middle School and Frost Middle School.

**Donald Knapp** will retire from the district on June 30, 2010, and has devoted 21.2 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a bus driver with the Transportation Department.

**Marcia Kreger** will retire from the district on June 30, 2010, and has devoted 11 years of dedicated, loyal, and outstanding service to the students of Hoover Elementary School and Cass Elementary School as an elementary principal.

Victoria Kurkowski will retire from the district on July 31, 2010, and has devoted 18.5 years of dedicated, loyal, and outstanding service to the students of Washington Elementary School, Randolph Elementary School, and Grant Elementary School as a teacher, reading recovery teacher, and learning specialist.

**Linda Latham** will retire from the district on June 30, 2010, and has devoted 21 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Roosevelt Elementary School and Holmes Middle School.

**Carol McClowry** will retire from the district on June 30, 2010, and has devoted 17 years of dedicated, loyal, and outstanding service to the students of Nankin Mills Elementary School and Hayes Elementary School as a teacher.

**Eugene Mininni** will retire from the district on August 31, 2010, and has devoted 30.77 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian, high school equipment operator, and building supervisor at Bentley High School, Taylor Elementary School, Franklin High School, and Churchill High School.

**Judy Murphy** will retire from the district on July 30, 2010, and has devoted 11 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary with the Payroll Department.

**Linda Neuroth** will retire from the district on June 30, 2010, and has devoted 43.3 years of dedicated, loyal, and outstanding service to the students of Coolidge Elementary School, Johnson Elementary School, and Rosedale Elementary School as a teacher and learning specialist.

**Deborah Nunneley** will retire from the district on August 31, 2010, and has devoted 24 years dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian at Roosevelt Elementary School.

**Donna Parish** will retire from the district on June 30, 2010, and has devoted 22.4 years of dedicated, loyal, and outstanding service to the students of Grant Elementary School, Roosevelt Elementary School, and the Student Services Department as a special education teacher, program specialist, and coordinator.

**Sandra Pollack** will retire from the district on July 30, 2010, and has devoted 3.9 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a supervisor of finance-accounts payable/purchasing with the Business Office.

**Donna Puccio** will retire from the district on July 31, 2010, and has devoted 17.6 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary at Riley Middle School and the Accounting Department.

**Graham Pudas** will retire from the district on June 30, 2010, and has devoted 20 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian and assistant building supervisor at Buchanan Elementary School, Dickinson Center, Stevenson High School, Hayes Elementary School, Holmes Middle School, Cooper Elementary School, and Central Office.

**James Pulcini** will retire from the district on June 30, 2010, and has devoted 28 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a bus driver and maintenance person with the Transportation Department and Maintenance Department.

**Robert Raf** will retire from the district on June 30, 2010, and has devoted 42 years of dedicated, loyal, and outstanding service to the students of Whitman Junior High School, Franklin High School, Churchill High School, Riley Middle School, and Stevenson High School as a teacher.

**Billy Rose** will retire from the district on August 20, 2010, and has devoted 32.3 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian at Central Office, Career/Technical Center, Churchill High School, Stevenson High School, Riley MIddle School, Franklin High School, and Hoover Elementary School.

**Barbara Rozelle** will retire from the district on June 30, 2010, and has devoted 25.8 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Roosevelt Elementary School, Stevenson High School, Webster Elementary School, Frost Middle School, Churchill High School, and Holmes Middle School.

**Janet Schultz** will retire from the district on June 30, 2010, and has devoted 10.9 years of dedicated, loyal, and outstanding service to the students of Coolidge Elementary School, Cass Elementary School, Riley Upper Elementary School, and Randolph Elementary School as an elementary student assistance provider.

**Gary Shier** will retire from the district on June 30, 2010, and has devoted 33.9 years of dedicated, loyal, and outtanding service to the Livonia Public Schools as a custodian, assistant building supervisor, and building supervisor at Franklin High School, Food Service, Frost Middle School, and Emerson Middle School.

**David Stover** will retire from the district on June 30, 2010, and has devoted 21 years of dedicated, loyal, and outstanding service to the students of the Student Services Department as a school social worker.

**Jacqueline Timmer** will retire from the district on August 31, 2010, and has devoted 14.4 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional with the Transportation Department.

**Joyce Vandervennet** will retire from the district on June 30, 2010, and has devoted 31 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a bus driver with the Transportation Department.

**Irwin Weisberg** will retire from the district on June 30, 2010, and has devoted 41.6 years of dedicated, loyal, and outstanding service to the students of Stevenson High School as a teacher.

**Donna Weitz** will retire from the district on June 30, 2010, and has devoted 17 years of dedicated, loyal, and outstanding service to the students of Washington Elementary

School, Tyler Elementary School, Cass Elementary School, and Webster Elementary School as an elementary student assistance provider and school social worker.

	<b>David Werton</b> will retire from the district on August 31, 2 dedicated, loyal, and outstanding service to the Livonia F building supervisor at Jefferson Elementary School, Cen Garfield Elementary School, Johnson Elementary School and Roosevelt Elementary School.	Public Schools as a custodian and tral Office, Holmes Middle School,					
	<b>Horst Wichmann</b> will retire from the district on June 18, dedicated, loyal, and outstanding service to the Livonia F the Transportation Department.						
	<b>Michael Williams</b> will retire from the district on June 30, 2010, and has d of dedicated, loyal, and outstanding service to the Livonia Public Schools and food service driver with the Transportation Department and Food Service driver driver with the Transportation Department and Food Service driver with the Transportation Department and Food Service driver driver with the Transportation Department and Food Service driver with the Transportation Department and Food Service driver driver with the Transportation Department and Food Service driver d						
	<b>Eileen Wojcik</b> will retire from the district on July 30, 201 dedicated, loyal, and outstanding service to the Livonia F Community Education, Bryant Center, and the Payroll De	Public Schools as a secretary at					
Leaves of Absence	It was moved by Mr. Freeman and supported by Mr. Oke that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and approve requests for leaves of absence for the 2010-2011 school year for <b>Tiffany Defibaugh</b> (child care leave) and <b>Christine Webb</b> (personal leave).						
	Ayes: Burton, Freeman, King, Lessard, Mang, O Nays: None	ke, Scheel					
Removal from Recall List	It was moved by Mr. King and supported by Ms. I Education of the Livonia Public Schools School D teachers from any form of a recall list thereby elir to future employment: <b>Annette Burak, Robert E</b> and <b>Jason Priebe</b> .	District remove the following ninating them from any rights					
	Ayes: Burton, Freeman, King, Lessard, Mang, O Nays: None	ke, Scheel					
Second Reading of Board Policy MM – Public School	It was moved by Ms. Mang and supported by Mr. Lessard that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy MM— Public School Academies.						
Academies	BOARD POLICY	ММ					
	PUBLIC SCHOOL ACADEMIES	June 21, 2010					
	The Board believes that public school academies can serve an important function in the education of students as permitted by applicable law. In an effort to foster diversity of educational opportunity without sacrificing quality of education or unnecessarily duplicating existing educational opportunities, it shall be the policy of the Board to review or cause to be reviewed applications for contractual						

authorization of public school academies and to review the prospective applications of members proposed for the boards of directors thereof in accordance with Board Policy.

An entity interested in pursuing authorization of a public school academy through the District must submit an application in a form approved by the Superintendent's office.

All approved programs must have clearly defined educational goals, competent administration and staff to carry out those goals, and means and methods for ongoing evaluation of the program, sufficient financial resources, and will not be in conflict with the operation of the regular K-12 program.

The Superintendent or his designee shall review proposed applications and recommend approval, modification, amendment or rejection of the application to the Board for action.

The recommendation shall include as an information item the complete application. In reviewing whether to recommend the issuance of a contract to a proposed public school academy and whether to issue said contract, the Superintendent and Board, respectively, shall consider:

- the resources available for the proposed public school academy;
- the population to be served by the proposed public school academy;
- the educational goals to be achieved by the proposed public school academy;
- the impact any such academy will have on the regular K-12 program; and
- the applicant's track record, if any, in operating public school academies or other public schools.

The Superintendent shall be the Board's designee for purposes of effecting the purposes of this Policy and shall implement such guidelines as he deems necessary hereunder.

Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None

Second Reading of **Board Policy** MMA – Public School Academies **Board of** Directors

It was moved by Mr. Oke and supported by Mr. Freeman that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy MMA-Public School Academies, Board of Directors: Method of Selection, Appointment, and Removal.

MA

BOARD POLICY	MMA
PUBLIC SCHOOL ACADEMIES BOARD OF DIRECTORS: METHOD OF SELECTION, APPOINTMENT, AND REMOVAL	June 21, 2010
SELECTION, AFFOINTMENT, AND REMOVAL	

The Board of Education declares that the method of selection, length of term, and number of board members of any approved academy shall be as follows.

## Method of Selection and Appointment

The Board of Education ("Board") shall prescribe the method of appointment for members of an academy's board of directors. The superintendent is authorized to develop and administer an academy board selection and appointment process that includes an Application for Public School Academy Board Appointment and is in accord with these policies:

(a) The Board shall appoint the initial and subsequent academy board of directors by

resolution, except as prescribed by subparagraph (d). The superintendent shall recommend qualified individuals to the Board.

- (b) The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the superintendent at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the superintendent. The superintendent may or may not recommend the appointment of a nominee submitted by the academy board. If the superintendent's office does not recommend the appointment of a nominee submitted by the academy board, he/she may select and recommend another nominee or may request the academy board submit a new nominee for consideration.
- (c) An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- (d) Under exigent conditions, and with the approval of the Board President, the superintendent may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the Board for final determination at its next regularly scheduled meeting. The Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.

## Length of Term

The director of an academy board shall serve at the pleasure of the Board. Terms of the initial positions of the academy board of directors which shall be staggered in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments* established and administered by the director. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by *The Academy Board of Directors Table of Staggered Terms and Appointments*.

### Removal and Suspension

If the Board determines that an academy board member's service in office is no longer necessary, then the Board may remove an academy board member with or without cause and shall specify the date when the academy board member's service ends. An academy board member may also be removed from office by a two-thirds (2/3) vote of the academy's board for cause.

With the approval of the Board President, the superintendent may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the academy. Any suspension made under this provision must be presented to the current Board for final determination at its next regularly scheduled meeting. The Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

### Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the Board or its designee may deem that failure an exigent condition.

### **Qualifications of Academy Board Members**

To be qualified to serve on an academy's board of directors, a person shall, among other things:

(A) be a citizen of the United States unless otherwise approved by the Board; (B) submit all materials requested by the superintendent's office including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (C) annually submit a conflict of interest disclosure as prescribed by the superintendent.

The members of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) a District official or employee, as a representative of the District.

## Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. No appointment shall be effective prior to the filing of the *Oath of Public Office* with the District.

## <u>Tenure</u>

Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

## **Resignation**

Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time if designated in a written notice. A successor shall be appointed as provided in the Academy bylaws or applicable District policy.

## **Board Vacancies**

A Board of Director vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification or as otherwise specified in the Code. Any vacancy shall be filled as provided in the Academy bylaws or applicable District policy.

## **Compensation**

A Director of the Academy shall serve as a volunteer Director. By resolution of the Board, the Directors may be reimbursed for their reasonable expenses incident to their duties.

Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None

Adjournment It was moved by Mr. Lessard and supported by Ms. Mang that the Regular Meeting of June 21, 2010 be adjourned.

Ayes: Burton, Freeman, King, Lessard, Mang, Oke, Scheel Nays: None

President Scheel adjourned the meeting at 9:44 p.m.

**Certification** I hereby certify that the foregoing is a true copy of the minutes of the **Regular Meeting** of **June 21, 2010**, and that said minutes have been and are available for public inspection in accordance with the provisions of P.A. 267, Michigan Public Acts of 1976.

> Robert J. Freeman, Secretary Livonia Board of Education

Off/Supt/jw