

**MINUTES
BOARD OF EDUCATION
Livonia Public Schools
15125 Farmington Road
Regular Meeting
July 2, 2010**

President Scheel convened the meeting at 1:30 p.m. in the Board Room, 15125 Farmington Road, Livonia.

Members Present	Colleen Burton, Robert Freeman, Mark Johnson, Daniel Lessard, Patrice Mang, Gregory Oke, Lynda Scheel
Members Absent	None
Written Communication	None
Audience Communication	None
Response to Prior Audience Communication	None
Consent Agenda	<p>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:</p> <p>IV.A. Minutes of the Special Meeting of June 17, 2010 IV.B. Minutes of the Closed Session of June 17, 2010</p> <p>Ayes: Burton, Freeman, Johnson, Lessard, Mang, Oke, Scheel Nays: None</p>
Recess	<p>It was moved by Mr. Freeman and supported by Mr. Lessard that the Board of Education of the Livonia Public Schools School District have a short recess to review the updated contract for the Japanese American School of South East Michigan (JASSEM).</p> <p>Ayes: Burton, Freeman, Johnson, Lessard, Mang, Oke, Scheel Nays: None</p> <p>The Board recessed at 1:51 p.m.</p>
Reconvene	President Scheel reconvened the meeting at 1:57 p.m.

**Approval of
Contract for
JASSEM
Charter School**

It was moved by Ms. Burton and supported by Mr. Freeman that the Board of Education of the Livonia Public Schools School District approve the following contract between the Livonia Public Schools School District and the Japanese American School of South East Michigan (JASSEM) to authorize a charter school.

**CONTRACT TO CHARTER
A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

BETWEEN

**JAPANESE-AMERICAN SCHOOL
OF SOUTH EAST MICHIGAN
(A PUBLIC SCHOOL ACADEMY)**

AND

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT

GENERAL INDEX

Contract Schedules

- Schedule 1: Policy Establishing the Method of Section, Length of Term and Number of Members of Board of Directors**
- Schedule 2: Articles of Incorporation**
- Schedule 3: Bylaws**
- Schedule 4: Fiscal Agent Agreement**
- Schedule 5: Description of Staff Responsibilities**
- Schedule 6: Physical Plant Description**
- Schedule 7: Required Information for Public School Academy**
- A. Governance Structure**
 - B. Educational Goals**
 - C. Educational Programs**
 - D. Curriculum**
 - E. Methods of Pupil Assessment**
 - F. Application and Enrollment of Students**
 - G. School Calendar and School Day Schedule**
 - H. Age or Grade Range of Pupils**
 - I. Management Contract**

Contract to Charter a Public School Academy

Pursuant to the Michigan School Code of 1976 (“Code”), as amended by Act No. 362 of the Public Act of 1993, being Part 6A, Sections 380.501 to 380.507 of the Michigan Compiled Laws, and Public Act No. 289 of the Public Acts of 1995 also referred to as the “Revised School Code,” the Livonia Public Schools School District Board of Education (“Board”) issues a contract, to be effective July 2, 2010, confirming the status of a public school academy in this State to the Japanese-American School of South East Michigan (the “Academy”). The Parties agree that the issuance of this Contract is subject to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) “Academy” means the Michigan non-profit corporation named Japanese-American School of South East Michigan, Inc., which is established as a public school academy pursuant to this Contract.
- b) “Academy Board” means the Board of Directors of Japanese-American School of South East Michigan, Inc.
- c) “Applicable Law” means all state and federal law applicable to public school academies.
- d) “Code” means the Michigan School Code of 1976, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- e) “Director” means a person who is a member of the Academy Board of Directors.
- f) “District” or “Authorizer” means Livonia Public Schools School District, a Michigan public school district established pursuant to the Code.
- g) “Policy” means the Policy adopted by the Authorizer on July 2, 2010, establishing the method of selection, length of term, and number of members of the Academy Board.
- h) “Superintendent” means the Superintendent of Livonia Public Schools School District or his or her designee.
- i) “Board of Education” means the Board of Education of Livonia Public Schools School District.

Section 1.2. Schedules. All schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

ARTICLE II
ROLE OF LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
BOARD OF EDUCATION AS AUTHORIZING BODY

Section 2.1. Method of Selection, Length of Term and Number of Members of the Board of Directors. The Board of Education has adopted the Policy providing for the method of selection, length of term, number of members, qualification of members, the procedure for removal of members and the names of the initial Academy Board. The Policy is incorporated into this Contract as Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Board of Education has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. Additionally, the Academy shall be responsible for the following:

- a) The Academy shall provide the Superintendent with a copy of the annual educational report as required by Applicable Law.
- b) In the event that the Superintendent determines that the Academy's educational outcomes are not meeting the targeted educational goals, the Authorizer, at its discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and Superintendent. The Academy shall pay for the expense of the evaluation.
- c) The Academy shall submit audited financial reports, including auditor's management letters and any exceptions noted by the auditors, to the Superintendent. The reports shall be submitted to the Superintendent within ninety (90) days after the end of the Academy's fiscal year.
- d) The Academy shall provide the Superintendent with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than May 1. Budget for the initial year – 2010-11 must be submitted by July 19, 2010.
- e) The Academy, shall provide to the Superintendent minutes of all Academy Board meetings no later than fourteen (14) days after such meeting. The Academy shall notify the Superintendent of any correspondence received from the Department of Education or State Board of Education that requires a formal response.
- f) The Academy shall report to the Superintendent any litigation or formal

proceedings alleging a violation or violations of Applicable Law by the Academy, its officers, employees, agents, and/or contractors within five (5) business days of receipt of same. In the case of any litigation or formal proceedings which involve injunctive relief, such notice shall be given immediately upon receipt by the Academy or its agent(s).

- g) The Academy shall permit inspection and/or duplication of the Academy's records and inspection of its premises at any time by representatives of the Board of Education authorized by Superintendent. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.
- h) The Academy shall promptly provide any other information requested by the Authorizer.

Section 2.3. Reimbursement of Board of Education. The Academy shall pay the Board of Education an administrative fee, to reimburse the Board of Education for the costs of its execution of its oversight responsibilities. The fee shall be 3% of the state school aid payments received by the Academy.

Section 2.4. Board of Education as Fiscal Agent for the Academy. The Board of Education is the fiscal agent for the Academy. The Board of Education shall promptly within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the Board of Education for the benefit of the Academy. The Board of Education shall retain any amount owed to the Authorizer by the Academy pursuant to this contract. For purposes of this section, the responsibilities of the Board of Education, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. The Academy shall be responsible for the day-to-day management of the Academy administrator. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the Board of Education for any purpose. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees. ***In the event the Academy employees staff, such staff shall covered by the collective bargaining agreement(s) that apply to other employees in similar classifications in schools that are not public school academies.*** The Academy may contract with an educational service provider to perform work at the Academy so long as it complies with the District's policies or procedures related to Educational Service Providers. A copy of the agreement between the Academy and the educational service provider shall be included as part of Schedule 7(I).

ARTICLE III
REQUIREMENT THAT ACADEMY ACT SOLELY
AS GOVERNMENTAL ENTITY

Section 3.1. Governmental Agency. The Academy is a body corporate and a governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the Authorizer. The relationship between the Academy and the Authorizer is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the Authorizer and the Academy.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 of this Contract, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

Section 3.3. Financial Obligations of the Academy Are Separate From the State of Michigan, Board of Education and the District. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in anyway constitute an obligation, either general, special, or moral, of the State of Michigan, the Board of Education, or the District. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the Board of Education or the District shall ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

Section 3.4. Academy Has No Power To Obligate or Bind State of Michigan, Board of Education or the District. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, Board of Education or the District, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, Board of Education or the District in any way guarantee, are financially obligated, or are in any way responsible for any agreement, promissory note, contract, mortgage, loan or other instrument of indebtedness entered into by the Academy.

ARTICLE IV
PURPOSE

Section 4.1. Academy's Purpose. Japanese-American School of South East Michigan, Inc. will provide Japanese and American students with an opportunity to learn from each other, and become bilingual, bicultural, globally-minded individuals.

**ARTICLE V
CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Articles of Incorporation. Unless amended pursuant to this Contract, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy.

Section 5.2. Bylaws. Unless amended pursuant to this Contract, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy.

**ARTICLE VI
OPERATING REQUIREMENTS**

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in the Bylaws. The Academy's Board of Directors shall meet monthly unless another schedule is mutually agreed upon by the Superintendent and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the Authorizer. The Authorizer shall not be required to receive any contributions or donations for the benefit of the Academy. If the Authorizer accepts contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) days of receipt.

Section 6.3. Educational Goals. The Academy shall pursue the educational goals identified in Schedule 7(B). Such goals may be amended pursuant to Section 8.1 of Article VIII of this Contract.

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in Schedule 7(D). Only significant deviations from the curriculum must be approved by the Authorizer pursuant to Section 8.1 of Article VIII of this Contract.

Section 6.5. Methods of Accountability. The Academy shall evaluate pupils' work based on assessment strategy approved by the State Board of Education. The Academy shall notify the Superintendent of the method(s) selected.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 of this Contract, the Authorizer authorizes the Academy to employ or contract with personnel as outlined in Schedule 7(I).

Section 6.7. Admission Policy. The Academy shall comply with all admissions policies and criteria required by laws applicable to public school academies under the Code.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by law applicable to public school academies under the Code.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy will offer Kindergarten in the initial year of operation (2010-2011) and every year thereafter. The Academy may add additional grades and programs in the future, pursuant to Section 8.1 of Article VIII of this Contract.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared or reviewed by a certified public accountant.

Section 6.11. Address and Description of Proposed Physical Plant. The address of the Academy will be located at 9101 Hillcrest, Livonia, Michigan.

Section 6.12. Reports to the Superintendent. The Academy shall provide the Superintendent with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy.

Section 6.13. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles.

ARTICLE VII COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 7.1. Compliance with Part 6A of the Code. The Academy shall comply with Part 6A of the Code.

Section 7.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 7.3. Open Meetings Act. Pursuant to Sections 503(6)(a) and 513(8Xa) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 7.4. Freedom of Information Act. Pursuant to Sections 503(6Xb) and 513(8)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 7.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) and 513(8)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.216 of the Michigan Compiled Laws. Organizational efforts and

collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 7.6. Non-discrimination. The Authorizer and the Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law.

Section 7.7. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies as public bodies. Nothing in this Contract shall be deemed to apply to any other state law to the Academy.

Section 7.8. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies as public bodies. Nothing in this Contract shall be deemed to apply to any other federal law to the Academy.

ARTICLE VIII AMENDMENT

Section 8.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The Authorizer's Board of Education delegates to its Superintendent the review of changes or amendments to this Contract or the Academy's Bylaws. The Academy Board delegates the same authority to its authorized designee. The Contract shall be amended upon agreement and approval of the Academy Board and the Authorizer's Board of Education.

Section 8.2. Process for Amending the Articles. The Academy, or any authorized designee, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon prior written approval of the Authorizer's Board of Education.

Section 8.3. Process for Amending the Bylaws. The Academy, or an authorized designee, may propose changes to the Academy's Bylaws. The Academy shall be authorized to make such changes to its Bylaws upon the prior written approval of the Authorizer's Board of Education.

ARTICLE IX ENFORCEMENT, REVOCATION AND TERMINATION

Section 9.1. Grounds for Revocation. This Contract may be revoked by the Authorizer upon a determination by the Authorizer's Board of Education that one or more of the following has occurred:

- a) Failure of the Academy to abide by and meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Substantial failure to comply with any applicable State Board rule;
- d) Failure of the Academy to meet generally accepted public sector accounting principles;
- e) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- f) The Superintendent discovers negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, or officers in relation to their performance under this Contract;
- g) The Board of Education determines that gross negligence, fraud, or criminal conduct by the Academy's employees or agents in relation to their performance under this Contract is egregious enough, despite proper corrective conduct by the Academy's directors and officers, to merit revocation of the Contract;
- h) The Academy's applicant(s), directors, officers, employees or agents have provided the Authorizer with false or misleading information or documentation in the performance of this Contract;
- i) The Academy does not seek and obtain the express, written permission of the Authorizer prior to exercising any power of condemnation or prior to entering into any financing in which state school aid to be received by the Academy will be pledged;
- k) If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the Authorizing Body may terminate this Contract at the end of the current school year; or
- l) The existence of one or more other grounds for revocation as specified in this Contract.

Section 9.2. Grounds for Automatic Revocation. In addition to the statutory grounds for revocation set forth in herein, the Academy's charter shall be automatically be revoked (terminated) upon one or more of the substantiated occurrence of the following events:

- (a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (b) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year; or
- (c) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Energy, Labor and Economic Growth, Bureau of Commercial Services without first obtaining the Superintendent's approval.

Section 9.3 Procedures for Revoking Contract. The Authorizer shall not consider an action to revoke this Contract unless all of the following procedures have been implemented:

- (a) Notice of Charges. The Superintendent, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds. The notice shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation. The Superintendent may order a designee to conduct a preliminary review of the alleged basis for revocation.
- (b) Opportunity for Hearing Before Board of Education. If the Academy fails to make the changes necessary to remove the grounds for revocation within sixty (60) days of receipt of notice as set forth in subsection (a), the Superintendent may initiate revocation proceedings. The Academy shall have the right to have an evidentiary hearing conducted before the Livonia Public Schools School District's Board of Education.
- (c) Procedures before the Board of Education. An evidentiary hearing on the issue of revocation shall consist of a statement of the charges by the Superintendent, followed by a rebuttal of the charges by the Academy. Each party may opt, at its own expense, to be represented by counsel. Each party may proffer such evidence and call such witnesses as it deems appropriate (however, the Board of Education shall not be empowered to compel the attendance of witnesses), and further to examine witnesses so proffered. The determination of the Board of Education in the cause is final, binding and not subject to appeal or judicial review by any court or administrative agency.

Section 9.4 Contract Suspension. The Board of Education's process for suspending the Contract is as follows:

- (a) Superintendent's Action. If the Superintendent determines that probable cause exists to believe that the Academy Board (i) has placed staff or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; or (v) has willfully or intentionally violated this Contract or Applicable Law, the Superintendent may immediately suspend the Contract. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Board of Education.
- (b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the Board of Education after a decision by the Superintendent to suspend the Contract, shall be retained by the Board of Education for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon request.
- (c) Immediate Revocation Proceeding (Termination). If the Academy Board, after receiving a notice of Contract suspension from the Superintendent, continues to engage in conduct or activities that are covered by the suspension notice, the Superintendent may immediately call a special meeting of the Authorizer's Board of Education, or await the next regularly scheduled meeting of the Authorizer's Board of Education for the conduct of a revocation hearing as outlined herein. If the Authorizer's Board of Education determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Board of Education may Terminate the Contract.

Section 9.5. Material Breach and/or Termination Due to Action by Superintendent of Public Instruction. The following events shall constitute events of Material Breach and/or grounds for automatic termination:

- (a) Material Breach Due to Jurisdiction of State School Reform/Redesign Officer. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the Board of Education shall notify the Academy of the material

breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the Board of Education. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.9 shall not in any way limit the rights of the Board of Education to terminate, suspend or revoke this Contract.

- (b) Automatic Termination due to Action by State of Michigan. If the Board of Education is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), then this Contract shall automatically terminate at the end of the current school year in which the notice is received without any further action of the Board of Education or the Academy. The Board of Education's revocation procedures do not apply to an automatic revocation initiated by the State. Following receipt of the State's Automatic Closure Notice, the Board of Education shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 9.6. Termination Without Cause. Except as otherwise provided herein, the District, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than one (1) year from the date the District' resolution approving such termination. The Superintendent shall provide notice of the termination to the Academy. If during the period between the District's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the District may elect to initiate suspension or revocation of the Contract as set forth in this Article.

Section 9.7 Venue; Jurisdiction. The parties agree that all actions of the Board of Education, the Authorizer or the Superintendent with regard to revocation, suspension or termination are not subject to judicial review or review by any administrative agency or tribunal. In the event that an action arises out of the terms and conditions outlined herein, the parties agree that all such actions or proceedings will be tried according to the laws of the United States of America, and, to the extent there is no conflict, the State of Michigan, and will be litigated only in the Circuit Court of Wayne County, Michigan, choice of laws provisions notwithstanding. The parties hereby irrevocably accept for themselves and in respect of their property, generally

and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens.

**ARTICLE X
PROVISIONS RELATING TO CHARTER SCHOOLS**

Section 10.1. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 10.2. Insurance. The Academy shall secure and maintain at all times the following insurance coverages:

- a) real and personal property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) a minimum of general liability insurance of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- c) minimum automobile insurance coverage of one million dollars (\$1,000,000);
- d) the worker's compensation insurance as required by law;
- e) School Leaders Liability insurance of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- f) Employee Dishonesty Insurance of five hundred thousand dollars (\$500,000).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy. The Academy shall list the Authorizer on the insurance policies as an additional insured on insurance coverages listed in (b), (c), and (e) above. The Academy shall have a provision included in all policies requiring notice to the Authorizer, at least 30 days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide the Superintendent copies of all insurance policies required by this Contract. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

In the event that the Authorizer insurance carrier requests additional changes in coverage identified in this Section 10.2, the Academy agrees to comply with any additional changes in the

types and amounts of coverage requested by the Authorizer's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 10.3. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation.

Section 10.4. Intramural and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 10.5. Legal Liabilities and Covenants Not to Sue. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the Authorizer or to enter into a contract that would bind the Authorizer. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the Authorizer or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The Authorizer does not assume any obligation with respect to any director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the Authorizer or any of its Trustees, employees, agents, or independent contractors as a result of the issuing or revocation of this Contract.

Section 10.6. Lease and Occupancy and Safety Certificates. Upon request, the Academy shall provide to the Superintendent (a) copies of its lease or deed for the premises in which the Academy shall operate; (b) copies of certificates of occupancy and safety which are required by law for the operation of a public school.

Section 10.7. Deposit of Public Funds by the Academy. The Academy shall deposit or invest all surplus funds received by the Academy in a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds belonging to the state under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.124 and 21.146 of the Michigan Compiled Laws. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 10.8. Management Agreement. If the Academy enters into a management agreement to contract out its administrative and/or educational personnel, the Academy must submit to the Superintendent a copy of the proposed management agreement. The management agreement must be reviewed by the Superintendent prior to approval and execution by the Academy Board.

**ARTICLE XI
GENERAL TERMS**

Section 11.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

To the Authorizer: Livonia Public Schools School District
Att'n Superintendent
Japanese-American School of Southeast Michigan
15125 Farmington Road
Livonia, MI 48154

copy to: Joseph B. Urban
Clark Hill, PLC
151 S. Old Woodward Avenue
Suite 200
Birmingham, MI 48009

To the Academy Japanese-American School of South East Michigan
9101 Hillcrest
Livonia, MI 48150

copy to: Thomas Geggie
39555 Orchard Hill Place
Suite 370
Novi, MI 48375

Section 11.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 11.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 11.4. Entire Contract. This Contract sets forth the entire agreement between the Authorizer and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and

undertakings, are superseded by this Contract.

Section 11.5. Assignment. This Contract is not assignable by either party without the prior written consent of the other party.

Section 11.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 11.7. Indemnification. The Academy agrees to indemnify and hold the Authorizer and its Board of Education, its members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the Authorizer, which arise out of or are in any manner connected with the Academy's operations or which are incurred as a result of the reliance of the Authorizer upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964. At its first meeting following the signing of this Contract, the Academy Board shall adopt a resolution confirming and agreeing to be bound by this Section 11.7.

Section 11.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 11.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 11.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the Authorizer. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 11.11. Non-agency. It is understood that the Academy is not the agent of the Authorizer.

Section 11.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 11.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 11.14. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of five years unless sooner terminated according to the terms hereof.

Section 11.15. Survival of Provisions. The terms, provisions, and representations contained in Section 10.2, Section 10.5, Section 11.7 and Section 11.10, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 11.16. Contingency. This Contract is contingent upon the Superintendent's receipt of a management contract between the Academy and its third-party provider by July 15, 2010.

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The undersigned have read, understand and agree to comply with and be bound by the terms of and conditions set forth in this Contract.

**The Japanese-American School
of South East Michigan**

**Livonia Public Schools
School District**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Livonia Public Schools School District Board of Education ("Authorizer"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Japanese-American South East Michigan ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the Authorizer, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Agreement" means this Oversight Agreement.

"Compliance Certification Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

"Oversight Responsibilities" means the Authorizer's oversight responsibilities set forth in Section 2.01 of this Agreement.

"State School Aid Payment" means any payment of money the Academy receives from the state school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"Superintendent" means the Superintendent of Livonia Public Schools School District.

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Superintendent, as he deems necessary to fulfill the Authorizer's Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the Authorizer's Board of Education any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the Superintendent.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or reform the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Energy, Labor and Economic Growth's Bureau of Construction Codes and Fire Safety, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the Superintendent or his designee.
- j. Evaluate whether the Michigan Educational Assessment Program(s), nationally recognized norm-referenced achievement test or other assessment programs selected by the Academy are or have been appropriately administered to the Academy's student population, and evaluate the Academy's educational goals and programs.

Section 2.02. Compliance Certification Duties. The Academy agrees to perform all of the following Compliance Certification Duties:

- a. Submit information to the Superintendent in accordance with the Calendar of Reporting Requirements adopted by the Superintendent.
- b. Submit quarterly financial reports to the Superintendent in a form and manner determined by the Superintendent. Submit other financial reports as established by the Superintendent.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Superintendent.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to the Superintendent.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the State Superintendent of Public Instruction, or State Board of Education to the Superintendent.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Superintendent no later than 14 business days after such meeting, and provide approved final minutes to the Superintendent within 5 business days after the minutes are approved. Minutes of all Board meetings at which curriculum changes, amendments to the contract are requested, or proposed financial transactions are discussed shall also be provided to the Superintendent immediately.
- g. Submit to the Superintendent prior to the issuance of the Contract, copies of insurance policies evidencing all insurance required by the Contract, and proof of naming of Authorizer as an additional insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.
- h. Submit to the Superintendent copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- i. Submit annually to the Superintendent dates, times and a description of how the Academy will provide notice of the application process and enrollment period to persons most likely to be interested in the Academy. At a minimum, these notices must include some evening and/or weekend times for enrolling students in the Academy. In addition, the Academy must set forth the date for the holding of a random selection drawing if such a drawing becomes necessary.
- j. Upon receipt from the Bureau of Construction Codes and Fire Safety, the Academy shall submit to the Superintendent a copy of the final occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use

the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and Fire Safety.

k. Submit to the Superintendent copies of educational service provider agreements, if any.

l. By June 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Superintendent of any changes to the Academy Board public meeting schedule.

m. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law.

Section 2.03. Waiver and Delegation of Oversight Procedures. The Superintendent may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The Superintendent may delegate any portion or all of his Oversight Duties to an agent of the Authorizer.

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Superintendent.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the Authorizer an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the Authorizer from each State School Aid Payment received by the Authorizer for forwarding to the Academy. This fee shall compensate the Authorizer for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the Authorizer by this Agreement.

ARTICLE V

FREEDOM OF INFORMATION ACT (FOIA) INFORMATION

Section 5.01. FOIA Information to be Provided by the Academy. The following described categories of information are specifically included within those to be made available to the public by the Academy in accordance with Section 12.17(a) of the Terms and Conditions:

- a) Contract
- b) Constitutional Oath of Public Office form for each serving Director
- c) List of currently serving Directors with name, address, and term of office
- d) Public notice of all Academy Board meetings
- e) Academy Board meeting agendas
- f) Academy Board meeting minutes
- g) Academy Board meetings calendar
- h) Academy Board approved budget and amendments to the budget
- i) List of bills paid as submitted to the Academy Board
- j) Quarterly financial reports submitted to the Authorizer Designee
- k) Annual Education Report
- l) School Improvement Plan (if required)
- m) Facility leases, mortgages, modular leases and/or deeds
- n) Equipment leases
- o) Proof of ownership for vehicles and portable buildings
- p) Academy Board approved management contract with Education Service Provider
- q) Academy Board approved services contract(s)
- r) Bureau of Construction Codes and Fire Safety occupancy certificate
- s) MDE letter of continuous use (if required)

- t) Local Health Department food service permit (if required)
- u) Asbestos inspection report (if required)
- v) Boiler inspection certificate (if required)
- w) List of current Academy teachers with names and addresses, their salaries and Certification
- x) Proof of fingerprinting, criminal background check and unprofessional conduct check for all Academy teachers and administrators
- y) Academy Board approved policies
- z) Proof of insurance as required by the Contract

Section 5.02. FOIA Information to be Provided by the Educational Service Provider.
 The following described categories of information are specifically included within those to be made available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.17(b) of the Terms and Conditions:

- a) Information Regarding Academy Teachers, Administrators, and Support Staff
 - (i) Personal information (name, address, age, sex, marital status – if known)
 - (ii) Education (highest degree attained, alma mater, certifications, teaching certificates, years of experience in educational systems, etc.)
 - (iii) Employment record (occupation, rate of pay, seniority, salaries, benefits, disciplinary actions – if any, commendations, special projects directed, supervisory evaluations, etc.)
- b) Information Regarding Academy Business Operations
 - (i) Financial records and information concerning the operation of the Academy, including without limitation budgets and detailed records of funds received from the State and others, expenditure of those funds, investment of those funds, carryover, contractual arrangements and/or agreements, etc.
 - (ii) Financial records and information concerning leases to which the Academy is a party (equipment, physical facility space, institutional and educational materials, etc.)
 - (iii) Financial records and information concerning mortgages and loans to which the Academy is a party.
- c) Other Information - other records and information needed by the Academy in order to comply with its obligations to disclose the information listed under Article V.

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Livonia Public Schools School District Board of Education ("Authorizer"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Japanese-American School of South East Michigan, a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the Authorizer, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the Authorizer is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section. 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the Authorizer or an officer or employee of Livonia Public Schools School District as designated by the Authorizer.

"Other Funds" means any other public or private funds which the Academy receives and for which the Authorizer voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State. Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The Authorizer is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the Authorizer and the Academy may also agree that the Authorizer will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2011, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the Authorizer receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

ACKNOWLEDGMENT OF RECEIPT

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Livonia Public Schools School District Board of Education to the Japanese-American School of South East Michigan.

By: _____

Date: _____

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

**Approval of
Lease for
JASSEM
Charter School**

It was moved by Mr. Oke and supported by Mr. Freeman that the Board of Education of the Livonia Public Schools School District approve the following lease between the Livonia Public Schools School District and the Japanese American School of South East Michigan (JASSEM).

LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2010**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the "Lessor"), and The Japanese American School of South East Michigan (hereinafter designated as the "Lessee").

WITNESSETH:

1. LEASE. The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed by the Lessee, does hereby lease unto the Lessee the following described premises situated in the City of Livonia, Wayne County, Michigan, to wit:

A portion of the McKinley Elementary consisting of two (2) classrooms and one (1) office, or a total of 2,024 square feet, located at 9101 Hillcrest, Livonia, Michigan (premises) together with common areas for which Tenant shall enjoy joint use with Landlord, consisting of lobbies, hallways, parking lot, restrooms, and gymnasium.

for a term of one (1) year from and **after July 1, 2010 to June 30, 2011.**

2. RENT. The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned as rent for the above premises the amount of \$27,263.00, which is the amount of \$13.47 per square foot ("Rent"), as well as the Additional Rent above referenced herein. Said obligation shall be without right of setoff or abatement to Tenant and shall continue through the term of this Lease and any renewal hereof.

3. SERVICES. The Lessor shall provide custodial services, electrical utilities, water and heat to the premises. Lessee shall arrange for the installation or payment of any service for telephones, internet, or similar information services at its own cost and shall be responsible for any telephone or internet charges.

4. INSURANCE. In addition to the rentals hereinbefore specified, the Lessee agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this lease on the amount of insurance now carried by the Lessor on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Lessee or the character of its occupancy, whether or not the Lessor has consented to the same.

5. ADDITIONAL RENT. If the Lessee shall default in any payment or expenditure other than Rent required to be paid or expended by the Lessee under the terms hereof, the Lessor may at his option make such a payment or expenditure, in which event the amount thereof shall be payable as rental to the Lessor by the Lessee on the next ensuing rent day together with interest at ten (10%) percent per annum from the date of such payment or expenditure by the Lessor and on default in such payment the Lessor shall have the same

remedies as on default in payment of rent.

The Lessee agrees that in the event the services provided by the Lessor are required at such time that the Lessor's employees are not required to work by contract agreement with the Lessor, Lessee shall absorb such additional costs or at a minimum their pro-rata share of such costs, including but not limited to custodial services, overtime or holiday wages, etc.

Lessee also agrees to pay an additional rental amount ("Additional Rent") of \$5,000.00 for each pupil who enrolls in Lessee's program and resides at an address which is located within the attendance boundaries of Livonia Public Schools and for any pupil currently enrolled in Livonia Public Schools who in Lessee's program. In the event that a pupil who resides within Livonia Public Schools, and the pupil is recruited by Lessee's program and said pupil is not otherwise reasonably perceived or understood to have determined to attend Livonia Public Schools' academic program, then the parties may meet and negotiate in good faith the Additional Rent, if any, which shall be paid as a result thereof.

6. PLACE OF PAYMENT. All payments of rent or other sums to be made to the Lessor shall be made payable to Livonia Public Schools at 15125 Farmington Road, Livonia, Michigan 48154 or at such place as the Lessor shall designate from time to time.

7. ASSIGNMENT. The Lessee covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Any assignment, transfer, hypothecation, mortgage of subletting without said written consent shall give the Lessor the right to terminate this lease and to re-enter and repossess the leased premises.

8. BANKRUPTCY AND INSOLVENCY. The Lessee agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Lessor.

9. RIGHT TO MORTGAGE. The Lessor reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the lease premises form a part. And the Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Lessor and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Lessor the attorney-in-fact of the Lessee to execute and deliver any such instrument or instruments for and in the name of the Lessee.

10. USE. It is understood and agreed between the parties hereto that the premises during the continuance of this lease shall be occupied exclusively as a school facility and for no other purpose or purposes or for any other commercial activity of any nature, without written

consent of the Lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

The Lessee shall use the premises during regular school hours and during regular custodial hours per employee contracts. In the event over holidays or week-ends the Lessee is the sole occupant of the building, Lessee will accept full responsibility for entering, locking and securing the facility in accordance with Lessor's security regulations.

11. FIRE. It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Lessor will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition, provided, however, that if the Lessee shall fail to adjust his own insurance or to remove this damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Lessee, his agents or employees, and provided further that if the Lessee shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Lessee, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Lessor may at his option terminate this lease forthwith by a written notice to the Lessee.

12. REPAIRS. The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises.

13. INDEMNIFICATION. The Lessee agrees, to the extent permitted by law, to indemnify and hold Lessor harmless against all liabilities, damage to any person or property in, on or about said leased premises, or other expenses, including reasonable attorneys fees, which may be imposed upon, incurred by, or asserted against the Lessor from any act of neglect or default by Lessee occurring during the term of this lease, including any liability, damage or injury to the Lessee, its agents, employees, invitees or other persons entering the premises, or to goods and chattels therein, resulting from any defect in the structure or its equipment, or in the structure or equipment of structure of which the demised premises are a part. This obligation shall survive any termination of this lease.

14. INSURANCE. The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred

thousand (\$100,000) dollars property damage insurance resulting from any one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day or terminate lease.

15. REPAIRS AND ALTERATIONS. Except as provided in Paragraph 12 hereof, the Lessee further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The Lessee shall not make any alterations, additions, or improvements to said premises without the Lessor's prior written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

15. SIGN. Upon prior written approval of Lessor, Lessee may erect reasonable signage identifying the Academy.

16. LESSOR ACCESS. The Lessee covenants and agrees that the Lessor may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Lessor essential to the use and occupancy of other parts of the Lessor's building.

17. EMINENT DOMAIN. That in the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of the Lessor, and the Lessee hereby assigns to the Lessor all the Lessee's right, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers the Lessor in the name of the Lessee to receipt and give acquittance therefore, and to make, execute and deliver in the Lessee's name any release or other instrument that may be required to recover any such award or judgment.

In the event the entire premises are taken, rental shall be considered paid to date the Lessee is ousted pursuant to such proceedings, and all the other covenants and conditions of this lease having been performed, this lease shall be void.

If less than the whole be taken, the Lessor may at the Lessor's option restore the remainder of the premises.

In event the Lessor shall elect not to restore the building, this lease shall be void in the same manner as is above provided, in event the entire premises are taken.

18. RESERVATION. The Lessor reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Lessee shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Lessor.

19. COMPLIANCE WITH LAWS. The Lessee shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby and the cleanliness, safety, occupation and use of same.

20. CONDITION OF PREMISES AT TIME OF LEASE. The Lessee further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Lessor, or his agent, which are not herein expressed, and the Lessee hereby accepts the leased premises in their present condition at the date of the execution of this lease.

21. DISCLAIMER. The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Lessee or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

22. HOLDING OVER. It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary. Rent shall be in the amount 1 1/2 times monthly hereunder.

23. ACCESS TO PREMISES. The Lessor shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary, he may demand that the Lessee make the same if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to his stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that he will forthwith on demand pay to the Lessor the cost thereof with interest at 10% annum, and if he shall make default in such payment the Lessor shall have the remedies provided in Paragraph 5. hereof.

24. RE-ENTRY. In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Lessee and each and every occupant to remove and put out.

25. QUIET ENJOYMENT. The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall

and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

26. EXPENSES-DAMAGES RE-ENTRY. In the event that the Lessor shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Lessee hereby agrees to pay out the Lessor the expense incurred in obtaining possession of said premises including attorney's fees and court costs, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

27. REMEDIES NOT EXCLUSIVE. It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

28. WAIVER. One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

29. NOTICE. Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid.

30. OPTION TO EXTEND OR RENEW. Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by Livonia Public Schools School District. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost of living index for the previous twelve month period. As used herein, the cost of living index shall be the all items Consumer Price Index for urban wage earners for the Detroit, Michigan metropolitan area.

31. OPTION TO TERMINATE. It shall be understood and agreed between the parties that upon a written ninety (90) days notice to the Lessee, the Lessor reserves the right to terminate said Lease Agreement, effective at the termination of the then-current academic year, if it becomes necessary to use the facility for its own purposes.

32. TAXES AND ASSESSMENT. Lessor shall use its best efforts to maintain the current tax exempt status for the premises. However, should a possessory interest tax or any other personal property or real property tax or assessment whatever be assessed against the Lessor or the premises as a result of this lease of the premises, the Lessee agrees to and shall pay it pro rata share of all such foregoing taxes and assessments and charges prior to the date of delinquency thereof and given written notice of each such payment to the Lessor within five (5) days after such payment is made. Lessee may contest the validity or amount of such taxes or assessments, but shall hold Lessor harmless with respect to any such contest. Lessee's pro rata share of any such taxes shall be the ratio of the square feet in the demised

premises to the total number of square feet of leasable space in the entire premises which is assessed for such taxes.

33. MISCELLANEOUS. It is agreed that in this lease the word "he" shall be used as synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."

34. WAIVER OF SUBROGATION AND RIGHTS OF RECOVERY. In the event of fire and other damage to the premises or personal property leased, the parties mutually waive their rights of subrogation and recovery against each other, their agents or employees to the extent that they are insured or are required to carry insurance for said loss.

The covenants, conditions and agreement made and entered into by the parties hereto are declared binding on their respective successors, representatives and assigns.

IN WITNESS WHEREOF, the parties have accepted this Agreement at a duly authorized meeting and their authorized designated representatives have hereunto set their hands and seals and day and year first above written.

**LESSOR
LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT**

**LESSEE
JAPANESE-AMERICAN SCHOOL
OF SOUTH EAST MICHIGAN**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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

**Approval of
Board of
Directors for
JASSEM
Charter School**

It was moved by Ms. Mang and supported by Mr. Oke that the Board of Education of the Livonia Public Schools School District approve the following individuals for the Japanese American School of South East Michigan (JASSEM) Board of Directors: **Itaru Inoue, Anne M. Hooghart, Arnoud J. Lobbezoo, Marie J. Briganti (Peterson), and Steven D. Myers.**

LIVONIA PUBLIC SCHOOLS
Public School Academy Board Member Questionnaire

Position for which you are applying: **PUBLIC SCHOOL ACADEMY BOARD MEMBER**

Academy Name: _____ Japanese American School of South East Michigan

Full Name (please include middle name): Itaru Inoue

Home Address: 1467 Wingate Blvd. Ypsilanti, MI 48198 Washtenaw _____
City/State/Zip County

Business Address: 2436 W. Lincoln, Suite E101, Birmingham, MI 48009 Oakland _____
City/State/Zip County

Business Name: Detroit Ringo Kai/ Japanese School of Detroit _____

Position and Title: General Manager _____

Home Telephone: 734-660-2028 _____ Business Telephone: 248-540-4796 Ext. 13 _____

Facsimile No. (if available): 248-647-4967 _____

Spouse's Name: N/A _____ Are you a Michigan Resident? Yes _____

Do you have children who plan to attend the academy? No _____

Education: M.A. in Educational Psychology, Eastern Michigan University 1993

Employment Experience (for the past 10 years): Detroit Ringo Kai/ Japanese School of Detroit 1988 – Present, Aisin World Corp. of America 2002 – 2005 "Assistant Sales Manager", S.K.Y.(Sakaiya) Corp. 1994 – 2002 "Assistant Plant Manager"

Do you hold any professional licenses? If so, please include numbers: Japanese Teachers Certificate - Secondary School English _____

What special skills could you bring to the academy board?

Experienced in education in general, especially understanding both Japanese and American education (5 years in a high school in Japan, 18 years in Saturday school in the U.S., 3 years in Detroit University Marcy as a Japanese instructor, Hiring and managing teachers, overseeing curriculum and school events in my current position. _____

Previous government appointments: None _____

For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary:

1. **Government Experience** List on a separate sheet any experience in or association with, local, state or federal government (exclusive of elective public office but including advisory, consultative, honorary, or other part-time service or positions), with dates of service.
2. **Elective Public Office** List on a separate sheet all elective public offices sought and held with dates of service. If you serve in another public office do you anticipate that your duties as an Academy board member may be incompatible with your current office?
3. **Honors and Award** List on a separate sheet all scholarships, fellowships, honorary degrees, honorary society memberships, and any other special recognitions for outstanding service or achievements.
4. **Opposition** Do you know of any person or group who might take overt or covert steps to attack, even unfairly, your appointment? If yes, please identify and explain the basis for the potential attack on a separate sheet. Yes ___ No X
5. **Miscellaneous** List on a separate sheet any factors, other than the information provided above, which particularly qualify you or are relevant to the position to which you have been appointed. Include any special skills.

CONFLICTS OF INTEREST: *(For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary)*

1. Will you or your spouse have any contractual agreements with the Academy? Yes ___ No X
2. Will you or your spouse have any ownership interest in any management company contracting with the Academy? Yes ___ No X
3. Have you or your spouse guaranteed any loans for the Academy? Yes ___ No X
4. Will you or your spouse be leasing or selling any real property to the Academy? Yes ___ No X
5. Will you or your spouse be employed at the Academy (either as an employee of the Academy or as an employee of a management company contracted by the Academy)? Yes ___ No X
6. Will you or your spouse sell any supplies, materials, equipment or other personal property to the Academy? Yes ___ No X
7. Have you or your spouse provided any start-up funds to the Academy? If so, how much? Yes ___ No X
8. Do you or your spouse, or other close family member, have ownership interest, whether directly or indirectly, in any corporation, partnership, association, or other legal entity which will enter into a contract with the Academy? Yes ___ No X
9. **Other** Please describe on a separate sheet any other matter in which you are involved which is or may be incompatible or in conflict with the discharge of the duties of the position to which you seek to be appointed or which may impair or tend to impair your independence of judgment or action in the performance of the duties of that position. If there is no matter, please state so. **There is no such matter.**

ETHICAL MATTERS: *(For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary)*

10. Citations Have you ever been cited for a breach of ethics for unprofessional conduct by, or been named in, a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? If yes, please provide details. Yes ___ No **X** ___

11. Convictions Have you ever been convicted of or entered a plea of guilty or nolo contendere or forfeited collateral for any criminal violation other than minor traffic offense? (Minor traffic offenses do not include the Michigan offenses of operating under the influence of liquor, operating while impaired, reckless driving, or the equivalent offenses in other states) If yes, please explain. Yes ___ No **X** ___

12. Current Charges Are you now under charges for any violation of law? If yes, please provide details. Yes ___ No **X** ___

13. U.S. Military Convictions Have you ever been convicted by any military court? If yes, please provide details. Yes ___ No **X** ___

14. Imprisonment Have you ever been imprisoned, been on probation, or been on parole? If yes, please provide details. Yes ___ No **X** ___

15. Agency Proceedings: Civil Litigation Are you presently, or have you ever been a party in interest in any administrative agency proceedings or civil litigation which is related in any way to the position to which you seek to be appointed? If yes, please provide details. Yes ___ No **X** ___

16. Agency Proceedings and Civil Litigation of Affiliates and Family Has any business in which you, your spouse, close family members or business associate are or were an officer, director or partner been a party to any administrative agency proceedings or civil litigation relevant to the position to which you seek to be appointed? If yes, please provide details. (With respect to this question, you need only consider proceedings and litigation that occurred while you, your spouse, close family member or business associate were an officer of that business) Yes ___ No **X** ___

17. Other Please provide any additional information, favorable or unfavorable which you feel should be considered in connection with your appointment. None

Optional Information: The following questions are designed to elicit information that will be used to assure that there is maximum diversity in the appointments that are made by the District Board of Education. Responses by applicants are purely voluntary and no applicant should feel obligated to provide response to any of the questions designated as optional.

Male **X** ___ Female ___

Caucasian African American Mexican American Asian American **X**

Native American Multi-Racial _____

Please submit three character references:

Name: Allen Menlo, Ph.D. _____ Relationship to you: Friend _____

Telephone: 734-663-2708 _____ How long have you known this person? 22 yrs. _____

Name: Robert White _____ Relationship to you: Ex father-in-law _____

Telephone: 419-331-0381 _____ How long have you known this person? .21 yrs. _____

Name: Shotaro Nakahama, General Manager, JBSD _____ Relationship to you: Business partner _____

Telephone: 248-355-4899 _____ How long have you known this person? 10 yrs _____

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek to be appointed by my employer(s), schools, law enforcement agencies, and other individuals and organizations, subject to any restrictions which I have included, to Livonia Public Schools Board of Education. I specifically authorize Livonia Public Schools to do a criminal background check on me with the applicable state and federal law enforcement agencies.

I _____, certify that the information provided in this statement is, to the best of my knowledge, true and accurate.

Signature  Dated 6/27/2010

Please attach a copy of your resume

PLEASE NOTE: Academy Director Questionnaires are subject to public disclosure under the Michigan Freedom of Information Act.

Itaru Inoue

1467 Wingate Blvd. Ypsilanti, MI 48198
Contact: iinoue310734mi@comcast.net

Education :

M.A. in Educational Psychology
Eastern Michigan University, 1993

Professional Experience:

General Manager Feb.2005 - Present
Japanese School of Detroit (Birmingham, MI)
Communicating with the board members, BPS, teachers and parents, run school office smoothly to provide safe and secure learning environment for the students.

Part-time Teacher 1988 - Jan.2005
Japanese School of Detroit
Taught 6th grade, Math & Japanese to Junior High students, Head of Japanese Language Department, Head of Team Teaching Department

Assistant Sales Manager Feb.2002 - Jan. 2005
Aisin World Corp. of America (Plymouth, MI)
Work with Purchasing Dept. of Toyota and GM as well as local plants and sales offices.

Assistant Plant Manager 1994 - Jan. 2002
S.K.Y.(Sakaiya) Corporation (Webberville, MI)
Oversee plant activities such as Production Control, Quality Control, Shipping, Human Resources, Finance, and Accounting.

Customer Service /Air Cargo 1991 -1994
Nippon Express (Romulus, MI)

Japanese Instructor 1990 - 1991
University of Detroit Mercy (Detroit, MI)

Research Assistant 1988 - 1991
School of Education - U of M

English Teacher 1987 - 1988
Tenri High School (Nara, Japan)

Boys' Dormitory Counsellor 1985 - 1987
Tenri High School

Personal Involvement:

Organizer 2004 - Present
Ann Arbor Japanese Meetup (over 300 members)

Board Member 2009 - Present
Michigan Japan Bilingual Education Foundation

Member 2007 - Present
White Pine Glee Club

LIVONIA PUBLIC SCHOOLS
Public School Academy Board Member Questionnaire

Position for which you are applying: **PUBLIC SCHOOL ACADEMY BOARD MEMBER**

Academy Name: _____ Japanese American School of South East Michigan

Full Name (please include middle name): _____ Anne M. Hooghart

Home Address: _____ 909 Woods Drive, Ypsilanti, MI 48197

_____ Washtenaw County

Business Address: _____ 1247 East Siena Heights Drive, Adrian, MI 49221-1796

_____ Lenawee County

Business Name: _____ Siena Heights University

Position and Title: _____ Dean of the Graduate College

Home Telephone: _____ 734-485-9412 Business Telephone: _____ 517-264-7662

Facsimile No. (if available): _____ 517-264-7714

Spouse's Name: _____ Andrew B. Gillman Are you a Michigan Resident? YES

Do you have children who plan to attend the academy? _____ Our 2 children (ages 3 & 4) may or may not attend

Education: _____ B.A. & M.A., University of Michigan; Ph.D., Michigan State University; provisional Michigan teaching certificate in Japanese & history issued 1999

Employment Experience (for the past 10 years): _____ Japanese language & culture instructor, Battle Creek Lakeview Public Schools, 1995-2000; cross-cultural consultant, 1992-present; Associate Professor and Director of Graduate Teacher Education, Siena Heights University, 2004-present

Do you hold any professional licenses? If so, please include numbers: _____ Michigan provisional teacher certification (original # CC-A81300441602; renewal # IF0000000154540)

What special skills could you bring to the academy board? _____ Familiarity with Michigan guidelines and procedures regarding public schools and teacher/administrator certification; knowledge and skills regarding professional development of teachers and administrators; and bililingual/bicultural knowledge, skills, and connections

Previous government appointments: _____ NONE

For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary:

1. Government Experience List on a separate sheet any experience in or association with, local, state or federal government (exclusive of elective public office but including advisory, consultative, honorary, or other part-time service or positions), with dates of service. NONE
2. Elective Public Office List on a separate sheet all elective public offices sought and held with dates of service. If you serve in another public office do you anticipate that your duties as an Academy board member may be incompatible with your current office? N/A
3. Honors and Award List on a separate sheet all scholarships, fellowships, honorary degrees, honorary society memberships, and any other special recognitions for outstanding service or achievements. SEE CV
4. Opposition Do you know of any person or group who might take overt or covert steps to attack, even unfairly, your appointment? If yes, please identify and explain the basis for the potential attack on a separate sheet. Yes ___ No X
5. Miscellaneous List on a separate sheet any factors, other than the information provided above, which particularly qualify you or are relevant to the position to which you have been appointed. Include any special skills. SEE CV

CONFLICTS OF INTEREST: (For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary)

1. Will you or your spouse have any contractual agreements with the Academy? Yes ___ No X
2. Will you or your spouse have any ownership interest in any management company contracting with the Academy? Yes ___ No X
3. Have you or your spouse guaranteed any loans for the Academy? Yes ___ No X
4. Will you or your spouse be leasing or selling any real property to the Academy? Yes Ne X ___
5. Will you or your spouse be employed at the Academy (either as an employee of the Academy or as an employee of a management company contracted by the Academy)? Yes ___ No X
6. Will you or your spouse sell any supplies, materials, equipment or other personal property to the Academy? Yes ___ No X ___
7. Have you or your spouse provided any start-up funds to the Academy? If so, how much? Yes — No X —
8. Do you or your spouse, or other close family member, have ownership interest, whether directly or indirectly, in any corporation, partnership, association, or other legal entity which will enter into a contract with the Academy? Yes ___ No X ___
9. Other Please describe on a separate sheet any other matter in which you are involved which is or may be incompatible or in conflict with the discharge of the duties of the position to which you seek to be appointed or which may impair or tend to impair your independence of judgment or action in the performance of the duties of that position. If there is no matter, please state so. THERE IS NO SUCH MATTER.

ETHICAL MATTERS: (For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary)

10. Citations Have you ever been cited for a breach of ethics for unprofessional conduct by, or been named in, a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? If yes, please provide details. Yes ___ No X

11. Convictions Have you ever been convicted of or entered a plea of guilty or nolo contendere or forfeited collateral for any criminal violation other than minor traffic offense? (Minor traffic offenses do not include the Michigan offenses of operating under the influence of liquor, operating while impaired, reckless driving, or the equivalent offenses in other states) If yes, please explain. Yes ___ No X

12. Current Charges Are you now under charges for any violation of law? If yes, please provide details. Yes ___ No X

13. U.S. Military Convictions Have you ever been convicted by any military court? If yes, please provide details. Yes ___ No X

14. Imprisonment Have you ever been imprisoned, been on probation, or been on parole? If yes, please provide details. Yes ___ No X

15. Agency Proceedings: Civil Litigation Are you presently, or have you ever been a party in interest in any administrative agency proceedings or civil litigation which is related in any way to the position to which you seek to be appointed? If yes, please provide details. Yes ___ No X

16. Agency Proceedings and Civil Litigation of Affiliates and Family Has any business in which you, your spouse, close family members or business associate are or were an officer, director or partner been a party to any administrative agency proceedings or civil litigation relevant to the position to which you seek to be appointed? If yes, please provide details. (With respect to this question, you need only consider proceedings and litigation that occurred while you, your spouse, close family member or business associate were an officer of that business) Yes ___ No X

17. Other Please provide any additional information, favorable or unfavorable which you feel should be considered in connection with your appointment. NONE

Optional Information: The following questions are designed to elicit information that will be used to assure that there is maximum diversity in the appointments that are made by the District Board of Education. Responses by applicants are purely voluntary and no applicant should feel obligated to provide response to any of the questions designated as optional.

Male _____ Female _____ X

Caucasian X African American Mexican American Asian American

Native American Multi-Racial _____

Please submit three character references:

Name: Jane Ozanich, UM CJS _____ Relationship to you: _____ friend and colleague

Telephone: 734.763.4301; jozanich@umich.edu _____ How long have you known this person? _____ 10 years

Name: Eric & Mary Beth Maes _____ Relationship to you: friends/neighbors

Telephone: 734-482-2763; emaes@provide.net _____ How long have you known this person? 6 years

Name: Sally Rae, Siena Heights University _____ Relationship to you: professional colleague

Telephone: 517-264-7892 _____ How long have you known this person? 6 years

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek to be appointed by my employer(s), schools, law enforcement agencies, and other individuals and organizations, subject to any restrictions which I have included, to Livonia Public Schools Board of Education. I specifically authorize Livonia Public Schools to do a criminal background check on me with the applicable state and federal law enforcement agencies.

I, Anne M. Hooghart, certify that the information provided in this statement is, to the best of my knowledge, true and accurate.

Signature Anne M. Hooghart Dated 6-24-2010

Please attach a copy of your resume

PLEASE NOTE: Academy Board Director Questionnaires are subject to public disclosure under the Michigan Freedom of Information Act.

Anne M. Hooghart
ahooghar@sienaheights.edu



Home Address:
909 Woods Drive
Ypsilanti, MI 48197
734.485.9412

Work Address:
1247 East Siena Heights Drive
Adrian, MI 49221
517.264.7662

EDUCATION

Degrees: Ph.D., Michigan State University College of Education, August 2005
Dissertation title: "Teacher Learning for Curriculum Reform in Japan:
A Case of Continuous Improvement"

Michigan Provisional Teaching Certificate (K-12 Japanese & history),
Eastern Michigan University, November 1999

M.A., Japanese Studies, University of Michigan-Ann Arbor, August 1995
Master's thesis title: "Japanese as a Foreign Language Instruction in
Michigan: Native Versus Non-Native Speaker Instructors'
Reactions to a Bicultural Team-Teaching Concept"

B.A., Asian Studies, University of Michigan-Ann Arbor, April 1989
Phi Beta Kappa, James B. Angell scholar

Major Research
Projects:

"Teacher Learning for Curriculum Reform in Japan: A Case of
Continuous Improvement," dissertation fieldwork, Fall 2003;
dissertation completed, Summer 2005

"Teacher Learning for Educational Reform as a Product of Both
Cultural Tradition and Individual Choice," research practicum,
Spring 2003

"Perceptions of Schooling by Japanese Citizens Residing
Temporarily in the United States," ethnographic study, Fall
2001-Spring 2002

"Japanese as a Foreign Language Instruction in Michigan:
Native Versus Non-Native Speaker Instructors' Reactions to a
Bicultural Team-Teaching Concept," master's thesis, 1995
(Readers: Dr. Harold Stevenson and Dr. Ann Takata)

PROFESSIONAL EXPERIENCE

Dean of the Graduate College

2010 - present *Siena Heights University - Adrian, MI*

- oversee Graduate Teacher Education, Counselor Education, and Leadership programs (M.A. and Ed.S.) on 6 Graduate College campuses in Michigan

Associate Professor & Program Director

2004-2010 *Siena Heights University - Adrian, MI*

- manage Graduate Teacher Education program and Educational Leadership programs (M.A. and Ed.S.) in Graduate College
- recruit and act as academic advisor to over 200 students
- recruit, train, & evaluate adjunct faculty members for 11 concentrations
- coordinate course offerings and manage program budget
- design & teach various traditional, hybrid-online, & independent study courses
- lead Faculty Workshop and Adjunct Faculty Professional Development Events

Graduate Assistant

2000-2004 *Michigan State University - East Lansing, MI*

- co-planned and co-taught TE 401/402 foreign language methods course for senior teacher candidates in the College of Education
- supervised fifth-year foreign language teacher candidates as they completed year-long internship (TE 501/502) in local schools

Consultant/Trainer

1994-present *Independent Consultant to clients including:*

Battle Creek Health System, Battle Creek Language and Culture Center, Battle Creek and Lakeview School Districts, City of Battle Creek, I.I. Stanley Manufacturing Corporation, Kellogg Community College, Kellogg Company, Michigan Department of Education, Systex Products Corporation, Tokai Rika USA

1994-2002 *Michigan Department of Education - Lansing, MI*

- compiled results of 3-year survey of Michigan educators on Japanese language education
- designed and conducted workshops for Japanese language teachers

1995-2000 *Regional Manufacturing Technology Center - Battle Creek, MI*

- designed and taught Customer Awareness and Japanese Business Practices for workers at local Japanese transplant companies
- co-designed and led three-week cross-cultural training program for American and Japanese managers

Language Instructor

1995-2000 *Lakeview School District - Battle Creek, MI*

- taught Japanese I - IV and English as a Second Language to elementary and high school students
- increased HS Japanese enrollment from 10 to 150 students per year
- planned & led Lakeview Youth Ambassadors delegation to Japan

1998 *Michigan-Shiga Exchange Teacher – Shiga, Japan*

- taught English and U.S. culture to preschool through junior high students

1991-1997 *Kellogg Community College - Battle Creek and Coldwater, MI*

- designed and taught Japanese I and II and Seminar on Cross-Cultural Communication for Lifelong Learning Division

- 1991-1993 *Western Michigan University - Kalamazoo, MI*
- independently planned and taught Japanese 100 and 101 for Department of Languages and Linguistics

Personnel Coordinator

- 1990-1992 *Technical Auto Parts - Battle Creek, MI*
- handled workers' compensation/insurance claims and payroll
 - taught Japanese and English to American and Japanese associates

Assistant English Teacher

- 1989-1990 *Shiga Board of Education - Shiga, Japan*
- team-taught in four junior high schools on Japan Exchange in Teaching (JET) program
 - wrote, directed, & filmed a video series to supplement the textbook

PRESENTATIONS

- "Teaching and Assessing World Languages Effectively According to the New Michigan Standards," Lenawee Intermediate School District, Adrian, MI, June-Aug. 2009, and Monroe County Intermediate School District, Monroe, MI, November 2009
- "Using Scoring Rubrics for Evidence-Based Learning and Teaching," SHU Phi Delta Kappa workshop, September 2008, and Lilly North Conference on College and University Teaching and Learning, Traverse City, MI, September 2009
- "Electronic Portfolios: If Fifth Graders Can Make Them, Why Not Grad Students?" Lilly North Conference on College and University Teaching and Learning, Traverse City, MI, October 2007 (reprinted at SHU Faculty Workshop, Adrian, MI, Aug. 2008)
- "Dilemmas of Ongoing Education Reform in Japan: Report from a Case Study of the New Middle School Integrated Studies Course," Annual Meeting of Midwest Conference on Asian Affairs, East Lansing, MI, September 2005
- "Japanese Teachers' Cultural Models and Classroom Interpretations of Reform Curriculum," Canadian Asian Studies Association (CASA) Annual Conference – Montreal, October 2003
- "Using Multi-Media in Teaching Japanese," Workshop for Michigan Teachers of Chinese, Japanese, & Korean, MSU Asian Studies Center – East Lansing, June 2003
- "Staffrooms as Sites of Teacher Learning in Three Cultures: China, Japan, and South Korea" (co-presented with Y. Fang), American Educational Research Association (AERA) Annual Conference - Chicago, April 2003
- "Japan's New Curriculum Reform: Moving Away from Centralization and Examination?" MSU Asian Studies Center – East Lansing, April 2003
- "Windows onto Teacher Learning: Daily Dynamics in School Staffrooms in China, Japan, and South Korea" (with Y. Fang, J. Choi, & K. Song), and "Teacher Accountability and Curriculum Reform in Japan," Comparative International Education Society (CIES) Annual Conference - New Orleans, March 2003
- "Using Total Physical Response Storytelling in Teaching Japanese," Workshop for Michigan Teachers of Chinese, Japanese, & Korean, MSU Asian Studies Center – East Lansing, June 2002

“Applying the Learning Cycle to Foreign Language Planning and Teaching” (co-presented with Elizabeth Glew) and “Total Physical Response Storytelling in the Japanese Classroom,” Michigan Foreign Language Association (MFLA) Annual Conference – Lansing, October 2001

PUBLICATIONS

Teacher Learning for Curriculum Reform in Japan: A Case of Continuous Improvement (dissertation). VDM Publishers, Germany, 2009.

“Teacher Accountability and Curriculum Reform in Japan: A Multi-Level Analysis of the Rainbow Plan,” pp. 191-213 in M.T. Tatto (Ed.), *Reforming Teaching Globally*, Oxford University Press, 2007

“Educational Reform in Japan and Its Influence on Teachers’ Work,” pp. 290-301, *International Journal of Educational Research*, 2006, (vol. 45, issues 4-5).
http://www.sciencedirect.com/science?_ob=GatewayURL&_method=citationSearch&_urlVersion=4&_origin=SDVIALERTASCII&_version=1&_uokey=B6VDF-4NK4743-3&md5=1e10067b489f63343b1decf5ae789db9

“My Experience with TPR Storytelling: Successes and Cautions,” in *Michigan Foreign Language Association Newsletter*, pp. 20-22, March 2002, reprinted in *Texas Foreign Language Association Bulletin*, pp. 6-9, Fall 2004 (vol. 15, no. 2)

“No Child Left Behind: Implications for Students with Limited English Proficiency,” in *MITESOL Messages* 23(1), pp.1-11, February 2002

AWARDS

Hinman Graduate Fellowship, MSU – 2004-05
University Graduate Continuing Fellowship, MSU – 2003-04
Graduate Student Research Enhancement Award, MSU – 2003
Teacher Education Endowed Fellowship, MSU – 2002-2003
Dean’s Scholar Award, Michigan State University – 2000-2003
Excellence in Education Award, Kellogg Foundation – 1996, 2000
Exchange: Japan Teacher Training Institute Scholarship – 1995
Second Prize, Babel International Translation Contest – 1995
Hamako Ito Chaplin Memorial Award – 1994
Foreign Language Area Studies Fellowship – 1993-94
Third Prize, Japanese Speech Contest-Chicago Consulate – 1993
Most Valuable Student Elks National Foundation Award – 1985-89

PROFESSIONAL AFFILIATIONS

American Educational Research Association (AERA)
Association for Supervision and Curriculum Development (ASCD)
Comparative and International Education Society (CIES)
Directors and Representatives of Teacher Education Programs in Michigan (DARTEP)
Japanese-American School of Southeastern Michigan (JASSEM)
Japanese Teachers’ Association of Michigan (JTAM)
Michigan Association of Professors of Educational Administration (MAPEA)
National Council of Japanese Language Teachers (NCJLT)
Phi Delta Kappa International (Lenawee County Chapter #1460)

REFERENCES

Bob Gordon, Ph.D. (former supervisor)
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1247 East Siena Heights Drive
Adrian, Michigan 49221-1796
rgordon@sienaheights.edu
517.264.7152

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517.264.7888

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1247 East Siena Heights Drive
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517.264.7892

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Instructional Technology Specialist
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1101 South Raisinville Road
Monroe, MI 48161
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734.242.5799 ext.1333

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International Studies Coordinator
Lenawee County ISD
4107 North Adrian Highway
Adrian, MI 49221
nina.howard@lisd.us
517.265.1615

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Associate Professor of Teacher Education
317 Erickson Hall
Michigan State University
East Lansing, MI 48824-1034
painel@msu.edu
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East Lansing, MI 48824-1034
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319A Erickson Hall, Michigan State University
East Lansing, MI 48824-1034
andya@msu.edu
517.432.4648

Kiersten Chapman, M.A. (former student)
English Teacher
Saline High School
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Saline, MI 48176
chapmank@saline.k12.mi.us
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Jane Ozanich, M.A. (colleague)
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University of Michigan Center for Japanese Studies
1080 South University Avenue, Suite 4640
Ann Arbor, MI 48109-1106
jozanich@umich.edu
734.763.4301

LIVONIA PUBLIC SCHOOLS
Public School Academy Board Member Questionnaire

Position for which you are applying: **PUBLIC SCHOOL ACADEMY BOARD MEMBER**

Academy Name: _____ Japanese American School of South East Michigan

Full Name (please include middle name): Arnoud Joost Lobbezoo

Home Address: 1006 Country Club Rd, Ann Arbor, MI 48105-1039 Washtenaw
City/State/Zip County

Business Address: _____
City/State/Zip County

Business Name: Chrysler Group LLC

Position and Title: Senior Manager, Advance Manufacturing Engineering, C& D Segment

Home Telephone: (734) 623-9040 Business Telephone: (248) 701-0308

Facsimile No. (if available): (734) 622-9636

Spouse's Name: Hitomi Oketani Are you a Michigan Resident? Yes

Do you have children who plan to attend the academy? No

Education: M.A.Sc.(Eng) in Electrical Engineering, M.B.A.

Employment Experience (for the past 10 years): Chrysler Group LLC, Previously Chrysler LLC, previously DaimlerChrysler Corp., previously Chrysler Corporation

Do you hold any professional licenses? If so, please include numbers: P. Eng. (Canada)

What special skills could you bring to the academy board? Program Management, Financial Mangement, Multi-culturalism

Previous government appointments: None

For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary:

1. Government Experience List on a separate sheet any experience in or association with, local, state or federal government (exclusive of elective public office but including advisory, consultative, honorary, or other part-time service or positions), with dates of service.
2. Elective Public Office List on a separate sheet all elective public offices sought and held with dates of service. If you serve in another public office do you anticipate that your duties as an Academy board member may be incompatible with your current office?
3. Honors and Award List on a separate sheet all scholarships, fellowships, honorary degrees, honorary society memberships, and any other special recognitions for outstanding service or achievements.
4. Opposition Do you know of any person or group who might take overt or covert steps to attack, even unfairly, your appointment? If yes, please identify and explain the basis for the potential attack on a separate sheet. Yes ___ No **XX**
5. Miscellaneous List on a separate sheet any factors, other than the information provided above, which particularly qualify you or are relevant to the position to which you have been appointed. Include any special skills.

CONFLICTS OF INTEREST: (For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary)

1. Will you or your spouse have any contractual agreements with the Academy? See Appendix A.
2. Will you or your spouse have any ownership interest in any management company contracting with the Academy? Yes ___ No **XX** ___
3. Have you or your spouse guaranteed any loans for the Academy? Yes ___ No **XX** ___
4. Will you or your spouse be leasing or selling any real property to the Academy? Yes ___ No **XX** ___
5. Will you or your spouse be employed at the Academy (either as an employee of the Academy or as an employee of a management company contracted by the Academy)? Yes ___ No **XX** ___
6. Will you or your spouse sell any supplies, materials, equipment or other personal property to the Academy? Yes ___ No **XX** ___
7. Have you or your spouse provided any start-up funds to the Academy? If so, how much? Yes ___ No **XX** ___
8. Do you or your spouse, or other close family member, have ownership interest, whether directly or indirectly, in any corporation, partnership, association, or other legal entity which will enter into a contract with the Academy? Yes ___ No **XX** ___
9. Other Please describe on a separate sheet any other matter in which you are involved which is or may be incompatible or in conflict with the discharge of the duties of the position to which you seek to be appointed or which may impair or tend to impair your independence of judgment or action in the performance of the duties of that position. If there is no matter, please state so. None.

ETHICAL MATTERS: (For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary)

10. Citations Have you ever been cited for a breach of ethics for unprofessional conduct by, or been named in, a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? If yes, please provide details
Yes ~~NO~~ XX _____

11. Convictions Have you ever been convicted of or entered a plea of guilty or nolo contendere or forfeited collateral for any criminal violation other than minor traffic offense? (Minor traffic offenses do not include the Michigan offenses of operating under the influence of liquor, operating while impaired, reckless driving, or the equivalent offenses in other states) If yes, please explain.
Yes No XX _____

12. Current Charges Are you now under charges for any violation of law? If yes, please provide details.
Yes _____ No XX _____

13. U.S. Military Convictions Have you ever been convicted by any military court? If yes, please provide details.
Yes No XX _____

14. Imprisonment Have you ever been imprisoned, been on probation, or been on parole? If yes, please provide details.
Yes No XX _____

15. Agency Proceedings: Civil Litigation Are you presently, or have you ever been a party in interest in any administrative agency proceedings or civil litigation which is related in any way to the position to which you seek to be appointed? If yes, please provide details.
Yes _____ No XX _____

16. Agency Proceedings and Civil Litigation of Affiliates and Family Has any business in which you, your spouse, close family members or business associate are or were an officer, director or partner been a party to any administrative agency proceedings or civil litigation relevant to the position to which you seek to be appointed? If yes, please provide details. (With respect to this question, you need only consider proceedings and litigation that occurred while you, your spouse, close family member or business associate were an officer of that business)
Yes No XX _____

17. Other Please provide any additional information, favorable or unfavorable which you feel should be considered in connection with your appointment.

Optional Information: The following questions are designed to elicit information that will be used to assure that there is maximum diversity in the appointments that are made by the District Board of Education. Responses by applicants are purely voluntary and no applicant should feel obligated to provide response to any of the questions designated as optional.

Male X _____ Female _____

Caucasian X African American Mexican American Asian American

Native American Multi-Racial _____

Please submit three character references:

Name: Hitomi Oketani _____ Relationship to you: Spouse _____

Telephone: (734) 623-9040 _____ How long have you known this person? 27 years _____

Name: Mr. Takehide Nakajima _____ Relationship to you: friend _____

Telephone: (416) 927-7331 _____ How long have you known this person? 23 years _____

Name: Ms. Katie Karo _____ Relationship to you: friend _____

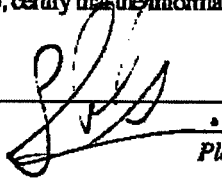
Telephone: (734) 255-6225 _____ How long have you known this person? 2 yrs _____

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek to be appointed by my employer(s), schools, law enforcement agencies, and other individuals and organizations, subject to any restrictions which I have included, to Livonia Public Schools Board of Education. I specifically authorize Livonia Public Schools to do a criminal background check on me with the applicable state and federal law enforcement agencies.

I, Arnoud Lobbezoo, certify that the information provided in this statement is, to the best of my knowledge, true and accurate.

Signature AJLobbezoo



Dated June 26, 2010

Please attach a copy of your resume

PLEASE NOTE: Academy Board Director Questionnaires are subject to public disclosure under the Michigan Freedom of Information Act.

Appendix A

1. Will you or your spouse have any contractual agreements with the Academy?

During 2009 and 2010, JASSEM and Eastern Michigan University (EMU) had a contract arrangement. My spouse, as faculty of Eastern Michigan University, provided research and academic support services to JASSEM under the terms of this contract.

In case the Board is asked to consider any such contract services with EMU, in which my spouse may be providing services to JASSEM, I will withhold from voting on any such matter.

Arnoud J Lobbezoo

1006 Country Club Rd
Ann Arbor, MI 48105

Email arnoud@lobbezoo.net
Tel. (734) 623-9040
Citizenship Netherlands
Residency U.S.A. Resident Alien
Languages English, Dutch (native), German, French, Japanese (limited)

Education

l'Ecole Superieure d'Ingenieurs d'Electrotechnique et Electronique (France)
University of British Columbia (Canada)
M.A.Sc (Eng) Delft University of Technology (the Netherlands) (1984)
MBA University of Toronto, Canada (1993)

Career

1984 American Motors Corp.
Robot Automation Specialist
1987 Chrysler Canada Ltd.
Maintenance Manager, Facilities Manager
1999 Chrysler Corp.
Pacifica and Minivan Programs, Advance Manufacturing Engineering
Senior Manager
2009 Chrysler Group LLC
C&D Segment, Advance Manufacturing Engineering
Senior Manager

Business Experience

- Robotic Welding Systems Development & Implementation
- Conveyors & Material Handling
- Manufacturing & Process Control Systems
- Assembly System Development, Implementation and Production Launch
- Manufacturing Operations, Standardization & Lean Systems
- Program Management
- Program Finance Administration

Personal

- Trilingual home family (English, Japanese, Dutch)
- Interests:
 - Multi-cultural and multi-lingual communication & development
 - International Business
 - Canoeing, Hiking, Running, Travel

LIVONIA PUBLIC SCHOOLS
Public School Academy Board Member Questionnaire

Position for which you are applying: **PUBLIC SCHOOL ACADEMY BOARD MEMBER**

Academy Name: Japanese-American School of South East Michigan, Inc. _____

Full Name (please include middle name): Marie Joan Briganti (Peterson)

Address: _____ 32150 Pembroke Street, Livonia, MI 48152 _____ USA
City/State/Zip County

Business Address: _____ 46320 10 Mile Rd, Novi, MI 48374 _____ USA
City/State/Zip County

Business Name: Suzuki Myers & Associates _____

Position and Title: English Tutor _____

Home Telephone: 248.231.1469 Business Telephone: 248.344.0909

Facsimile No. (if available): _____

Spouse's Name: John Ralph Peterson Are you a Michigan Resident? yes

Do you have children who plan to attend the academy? no

Education: Bachelor of Arts; Language & International Trade from Eastern Michigan University

Employment Experience (for the past 10 years): Primarily stayed home with my children for the last eleven years. I am an active member of the Livonia Public Schools PTA, Masterworks representative and Youth Making a Difference Chairperson 2010. Worked part-time from 2006-2008 in Business Development for a web development firm. Since 2009 I have been working as a part-time private tutor for Suzuki Myers.

Do you hold any professional licenses? If so, please include numbers: None

What special skills could you bring to the academy board? I lived, worked and studied in Japan for two years. My degree and unique cross-cultural experience in International Business give me great insight into what will be expected of our students in the new global economy. As a manager of a Japanese and American team in Japan I also became familiar with the ways we can learn and resolve cross-cultural differences effectively and promote mutual understanding. I also come from a family of teachers. I have studied various teaching methods, as well as taught Japanese for grades first through seventh as a long-term substitute for Garden City Public Schools. Currently, I tutor part-time tutoring ESL to the Japanese expatriates. My passion for multicultural education, my college degree as well as my personal experience working to help firms go global in today's economy, and my unique bicultural relationship building skills will allow me to contribute to this charter school's success.

Previous government appointments: None.

For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary:

- 1. Government Experience List on a separate sheet any experience in or association with, local, state or federal government (exclusive of elective public office but including advisory, consultative, honorary, or other part-time service or positions), with dates of service.
- 2. Elective Public Office List on a separate sheet all elective public offices sought and held with dates of service. If you serve in another public office do you anticipate that your duties as an Academy board member may be incompatible with your current office? (see resume)
No
- 3. Honors and Award List on a separate sheet all scholarships, fellowships, honorary degrees, honorary society memberships, and any other special recognitions for outstanding service or achievements.
- 4. Opposition Do you know of any person or group who might take overt or covert steps to attack, even unfairly, your appointment? If yes, please identify and explain the basis for the potential attack on a separate sheet. Yes ___ No
- 5. Miscellaneous List on a separate sheet any factors, other than the information provided above, which particularly qualify you or are relevant to the position to which you have been appointed. Include any special skills.

CONFLICTS OF INTEREST: (For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary)

- 1. Will you or your spouse have any contractual agreements with the Academy? Yes ___ No
- 2. Will you or your spouse have any ownership interest in any management company contracting with the Academy? Yes ___ No
- 3. Have you or your spouse guaranteed any loans for the Academy? Yes ___ No
- 4. Will you or your spouse be leasing or selling any real property to the Academy? Yes ___ No
- 5. Will you or your spouse be employed at the Academy (either as an employee of the Academy or as an employee of a management company contracted by the Academy)? Yes ___ No
- 6. Will you or your spouse sell any supplies, materials, equipment or other personal property to the Academy? Yes ___ No
- 7. Have you or your spouse provided any start-up funds to the Academy? If so, how much? Yes ___ No
- 8. Do you or your spouse, or other close family member, have ownership interest, whether directly or indirectly, in any corporation, partnership, association, or other legal entity which will enter into a contract with the Academy? Yes ___ No
- 9. Other Please describe on a separate sheet any other matter in which you are involved which is or may be incompatible or in conflict with the discharge of the duties of the position to which you seek to be appointed or which may impair or tend to impair your independence of judgment or action in the performance of the duties of that position. If there is no matter, please state so.

ETHICAL MATTERS: (For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary)

10. Citations Have you ever been cited for a breach of ethics for unprofessional conduct by, or been named in, a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? If yes, please provide details. Yes ___ No P

11. Convictions Have you ever been convicted of or entered a plea of guilty or nolo contendere or forfeited collateral for any criminal violation other than minor traffic offense? (Minor traffic offenses do not include the Michigan offenses of operating under the influence of liquor, operating while impaired, reckless driving, or the equivalent offenses in other states) If yes, please explain. Yes ___ No P

12. Current Charges Are you now under charges for any violation of law? If yes, please provide details. Yes ___ No P

13. U.S. Military Convictions Have you ever been convicted by any military court? If yes, please provide details. Yes ___ No P

14. Imprisonment Have you ever been imprisoned, been on probation, or been on parole? If yes, please provide details. Yes ___ No P

15. Agency Proceedings: Civil Litigation Are you presently, or have you ever been a party in interest in any administrative agency proceedings or civil litigation which is related in any way to the position to which you seek to be appointed? If yes, please provide details. Yes ___ No P

16. Agency Proceedings and Civil Litigation of Affiliates and Family Has any business in which you, your spouse, close family members or business associate are or were an officer, director or partner been a party to any administrative agency proceedings or civil litigation relevant to the position to which you seek to be appointed? If yes, please provide details. (With respect to this question, you need only consider proceedings and litigation that occurred while you, your spouse, close family member or business associate were an officer of that business). Yes ___ No P

17. Other Please provide any additional information, favorable or unfavorable which you feel should be considered in connection with your appointment.

See attached resume.

Optional Information: The following questions are designed to elicit information that will be used to assure that there is maximum diversity in the appointments that are made by the District Board of Education. Responses by applicants are purely voluntary and no applicant should feel obligated to provide response to any of the questions designated as optional.

Male ___ Female P
Caucasian African American Mexican American Asian American
Native American Multi-Racial _____

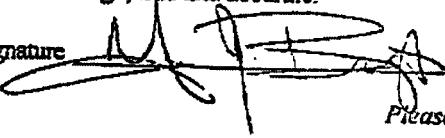
Please submit three character references:

Name: Kelli Carpenter-Crawford Relationship to you: friend
Telephone: 248.798-6541 How long have you known this person? Six years
Name: Laura Willpert Relationship to you: friend
Telephone: 828.773-3991 How long have you known this person? 23 years
Name: Broder Saphiro-Abarca Relationship to you: friend
Telephone: 248.943-0164 How long have you known this person? 2 years

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek to be appointed by my employer(s), schools, law enforcement agencies, and other individuals and organizations, subject to any restrictions which I have included, to Livonia Public Schools Board of Education. I specifically authorize Livonia Public Schools to do a criminal background check on me with the applicable state and federal law enforcement agencies.

I MARIE JEAN BRILANT, certify that the information provided in this statement is, to the best of my knowledge, true and accurate.

Signature  Dated 6-28-2001

Please attach a copy of your resume

PLEASE NOTE: Academy Board Director Questionnaires are subject to public disclosure under the Michigan Freedom of Information Act.

32150 Pembroke St
Livonia, MI 48152

Marie J Briganti (Peterson)
marie.briganti@gmail.com

248.231.1469 (c)
248.615.3698 (h)

OBJECTIVE

To secure a challenging career in which my education, training and unique cross-cultural experience will have valuable application.

EDUCATION

Eastern Michigan University, August 1993
Bachelor of Arts; Language & International Trade

Ypsilanti, MI

EXPERIENCE

Suzuki Myers & Associates 2009-present
Private ESL Tutor

Novi, MI

Meet privately with Japanese business executives, managers and their wives to tutor them in learning English as a second language.

Gate39media Inc 2006-2008
Business Development Manager

Chicago, IL

Managed and continually built relationships in the Michigan territory for a multi-lingual web development and localization firm based in Chicago. Served on a multi-cultural team that included translators, marketing and technical experts as well as clients. Initially brought on to help develop a "Going Global 21" website, a public and private initiative to attract global businesses to the state. Clients included the Michigan Global Partnership (MEDC), the Japan Business Society and the Japan America Society of Detroit & Windsor.

Dun & Bradstreet 1994-1998
Information Reporter/Business Analyst/Trainer/Account Consultant

Phoenix, AZ

Received and applied intensive training to evaluate a firm's operations, profitability, and stability. Interviewed business principals in a wide variety of industries to create business information reports. Promoted to Business Analyst to evaluate high profile clients and conduct on-site interviews throughout the Phoenix metropolitan area. As an Account Consultant I worked to train the credit, marketing and purchasing departments on the effective use of the software and business information reports and ratings. Conducted half-day seminars for new and potential customers in both the Phoenix and San Diego markets.

Professional Uniforms
Consultant September 1994

Grand Rapids, MI

LIVONIA PUBLIC SCHOOLS
Public School Academy Board Member Questionnaire

Position for which you are applying: **PUBLIC SCHOOL ACADEMY BOARD MEMBER**

Academy Name: Japanese American School of South East Michigan

Full Name (please include middle name): Steven Douglas Myers

Home Address: POB 852, 46320 W. 10mi, Novi MI 48376 Oakland

City/State/Zip County

Business Address: (same as above)

City/State/Zip County

Business Name: Suzuki, Myers & Associates, Ltd.

Position and Title: Consultant, Principal Associate

Home Telephone: (248) 344 -- 0909 Business Telephone: (same: home business)

Facsimile No. (if available): (248) 344 -- 0092

Spouse's Name: Izumi Suzuki Myers Are you a Michigan Resident? yes

Do you have children who plan to attend the academy? No (they have graduated)

Education: BA, Physics 1963 Lawrence University; JD, Law 1970 WSU Law School

Employment Experience (for the past 10 years): (same as current position)

Do you hold any professional licenses? If so, please include numbers: Lifetime secondary Michigan teaching license (mathematics, science, French)(certificate misplaced); Michigan Atty License P24735

What special skills could you bring to the academy board? 40 years residence in and working with Japan; bilingual and bicultural understanding

Previous government appointments: (none)

For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary:

1. Government Experience List on a separate sheet any experience in or association with, local, state or federal government (exclusive of elective public office but including advisory, consultative, honorary, or other part-time service or positions), with dates of service.
2. Elective Public Office List on a separate sheet all elective public offices sought and held with dates of service. If you serve in another public office do you anticipate that your duties as an Academy board member may be incompatible with your current office?
3. Honors and Award List on a separate sheet all scholarships, fellowships, honorary degrees, honorary society memberships, and any other special recognitions for outstanding service or achievements.
4. Opposition Do you know of any person or group who might take overt or covert steps to attack, even unfairly, your appointment? If yes, please identify and explain the basis for the potential attack on a separate sheet. Yes ___ No **XX**
5. Miscellaneous List on a separate sheet any factors, other than the information provided above, which particularly qualify you or are relevant to the position to which you have been appointed. Include any special skills.

CONFLICTS OF INTEREST: (For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary) **ALL RESPONSES ARE NEGATIVE**

1. Will you or your spouse have any contractual agreements with the Academy? Yes ___ No **XX**
2. Will you or your spouse have any ownership interest in any management company contracting with the Academy? Yes ___ **NO** ___
3. Have you or your spouse guaranteed any loans for the Academy? Yes ___ No **XX** ___
4. Will you or your spouse be leasing or selling any real property to the Academy? Yes ___ No **XX** ___
5. Will you or your spouse be employed at the Academy (either as an employee of the Academy or as an employee of a management company contracted by the Academy)? Yes ___ No **XX** ___
6. Will you or your spouse sell any supplies, materials, equipment or other personal property to the Academy? Yes ___ No **XX** ___
7. Have you or your spouse provided any start-up funds to the Academy? If so, how much? Yes ~~No **XX**~~ ___
8. Do you or your spouse, or other close family member, have ownership interest, whether directly or indirectly, in any corporation, partnership, association, or other legal entity which will enter into a contract with the Academy? Yes ___ No **XX**
9. Other Please describe on a separate sheet any other matter in which you are involved which is or may be incompatible or in conflict with the discharge of the duties of the position to which you seek to be appointed or which may impair or tend to impair your independence of judgment or action in the performance of the duties of that position. If there is no matter, please state so. **THERE IS NO SUCH MATTER.**

ETHICAL MATTERS: (For the following questions, all yes answers require detailed responses. Use a separate sheet if necessary)

10. Citations Have you ever been cited for a breach of ethics for unprofessional conduct by, or been named in, a complaint to any court, administrative agency, professional association, disciplinary committee, or other professional group? If yes, please provide details. Yes No **XX**

11. Convictions Have you ever been convicted of or entered a plea of guilty or nolo contendere or forfeited collateral for any criminal violation other than minor traffic offense? (Minor traffic offenses do not include the Michigan offenses of operating under the influence of liquor, operating while impaired, reckless driving, or the equivalent offenses in other states) If yes, please explain. MISDEMEANOR OWI ~98 52-1 D CT Yes **XX** No

12. Current Charges Are you now under charges for any violation of law? If yes, please provide details. Yes ___ No **XX**

13. U.S. Military Convictions Have you ever been convicted by any military court? If yes, please provide details. Yes ___ No **XX**

14. Imprisonment Have you ever been imprisoned, been on probation, or been on parole? If yes, please provide details. Yes ___ No **XX**

15. Agency Proceedings: Civil Litigation Are you presently, or have you ever been a party in interest in any administrative agency proceedings or civil litigation which is related in any way to the position to which you seek to be appointed? If yes, please provide details. Yes ___ No **XX**

16. Agency Proceedings and Civil Litigation of Affiliates and Family Has any business in which you, your spouse, close family members or business associate are or were an officer, director or partner been a party to any administrative agency proceedings or civil litigation relevant to the position to which you seek to be appointed? If yes, please provide details. (With respect to this question, you need only consider proceedings and litigation that occurred while you, your spouse, close family member or business associate were an officer of that business) Yes ___ No **XX**

17. Other Please provide any additional information, favorable or unfavorable which you feel should be considered in connection with your appointment.

Optional Information: The following questions are designed to elicit information that will be used to assure that there is maximum diversity in the appointments that are made by the District Board of Education. Responses by applicants are purely voluntary and no applicant should feel obligated to provide response to any of the questions designated as optional.

Male **XXX** Female _____

Caucasian **XXX** African American Mexican American Asian American

Native American Multi-Racial _____

Please submit three character references:

Name: Izumi Suzuki Myers, wife (248)344-0909 35 years

Name: Terry Jolly, attorney (248)349-8242 20 years

Name: David Malloy, Novi Chief of Police(248)348-7100 8 years

CONSENT AND CERTIFICATION

I consent to the release of information concerning my ability and fitness for the position to which I seek to be appointed by my employer(s), schools, law enforcement agencies, and other individuals and organizations, subject to any restrictions which I have included, to Livonia Public Schools Board of Education. I specifically authorize Livonia Public Schools to do a criminal background check on me with the applicable state and federal law enforcement agencies.

I certify that the information provided in this statement is, to the best of my knowledge, true and accurate.

Signature *Steven D. Myers* 6/22/2010

(resume attached)

PLEASE NOTE: Academy Board Director Questionnaires are subject to public disclosure under the Michigan Freedom of Information Act.

BACKGROUND INFORMATION ON S. D. MYERS

(2010)

CONSULTANT

4/84 – PRESENT

Assist clients in negotiations, public affairs and marketing programs in the **Japan/North American interface**.

MANAGER – INT’L PUBLIC AFFAIRS (PACIFIC) 12/81 – 3/84

Managed and developed government and public affairs programs and issues for subsidiaries in **Australia, Hong Kong, Japan, Malaysia and Taiwan** of Amway Corporation in Michigan.

REP. DIRECTOR & ACTING CEO (JAPAN) 8/80 – 12/81

Quickly took the reins of Amway (Japan) Limited in troubled times. Rationalized various areas of management, instituted management and planning systems, built staff morale, in part by representing them strongly at HQ in Grand Rapids, Michigan. **Growth projections rose from 10% to 400%** during this period.

ATTORNEY, INT’L PUBLIC AFFAIRS 8/78 – 8/80

Constructed international public affairs and public relations programs in **France, Germany, Holland, the United Kingdom, Japan, Hong Kong, Malaysia and Taiwan** for Amway Corporation. Left to become CEO of Amway (Japan) Limited.

DEPUTY EXECUTIVE DIRECTOR 1976 – 78

Managed many programs and issues as the Deputy Executive Director of the **American Chamber of Commerce in Japan**.

INTENSIVE JAPANESE 1974 – 76

Studied Japanese privately and at the **International Christian University** in Tokyo.

LAW INSTRUCTOR; MATH TEACHER 1970 – 74

Taught law for the Administration of Justice program of the Los Angeles Community College in western Tokyo; taught mathematics at the **American School in Japan**.

MEMBER: WHITE PINE GLEE CLUB 5/02 – PRESENT

Sing with this Japanese glee club. Instructions, interactions and many songs are in Japanese. WPGC has sung 3 times with the DSO, and at **Carnegie Hall**. Currently am a member of the club “Elders Council,” and “Emcee for Life.”

BA	Physics	1963	Lawrence University, Wisconsin
JD	Law	1970	WSU Law School, Michigan

Contact: steve.myers@suzukimyrs.com

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

**Approval to
Purchase
Computers with
ARRA Funds**

It was moved by Mr. Johnson and supported by Mr. Lessard that the Board of Education of the Livonia Public Schools School District purchase 28 Smart Buy laptop computers with ARRA funds, for a total cost of \$24,753.12.

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

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:

Dixie Dunford 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 with the Transportation Department.

Deborah Gajda will retire from the district on July 31, 2010, and has devoted 21.5 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a general helper and cook baker II at Garfield Elementary School and Holmes Middle School.

Patsyann Keith will retire from the district on June 17, 2010, and has devoted 40.4 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Cooper Elementary School, Stark Elementary School, and Western Wayne Skill Center.

Mary Posuniak will retire from the district on July 30, 2010, and has devoted 24.5 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a bus driver with the Transportation Department.

Margaret Robinson will retire from the district on June 30, 2010, and has devoted 36 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a bus driver with the Transportation Department.

Marleene Rose will retire from the district on June 30, 2010, and has devoted 28.4 years of dedicated, loyal, and outstanding service to the students of Bryant Junior High School, Churchill High School, Franklin High School, Holmes Junior High School, Frost Middle School, and Stevenson High School as a teacher.

Judy Roy will retire from the district on June 16, 2010, and has devoted 12 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Holmes Middle School.

James Thorsby will retire from the district on June 30, 2010, and has devoted 24 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian, assistant building supervisor and building supervisor at Coolidge Elementary School, Randolph Elementary School, Holmes Middle School, Stevenson High School, Frost Middle School, and Dickinson Center.

**Recall of
Teachers**

It was moved by Ms. Mang and supported by Mr. Freeman that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and recall to district employment as teachers for the 2010-2011 school year the persons listed below:

LIVONIA PUBLIC SCHOOLS
TEACHER RECALLS
July 2, 2010

<u>Name</u>	<u>Assignment</u>
Julie Adams	Kennedy/(.2) Physical Education Holmes/(.5) Physical Education
Jaime Benkelman	Student Services/(1.0) Psychologist
Tracey Hammaren	Stevenson/(1.0) Guidance Counselor
Anastasia McKorwin	Franklin/(.6) German Emerson/(.2) German
Angela Sinelli	Churchill/(.6) Guidance Counselor Frost/(.4) Guidance Counselor
Sarah Plum	Churchill/(.2) Physical Education Franklin/(.4) Physical Education

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

**Recess to
Closed Session**

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 for the purpose of: **Negotiations.**

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

The Board recessed at 2:47 p.m.

Reconvene

The Board reconvened at 4:17 p.m.

Adjournment

It was moved by Mr. Oke and supported by Mr. Lessard that the Regular Meeting of July 2, 2010 be adjourned.

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

President Scheel adjourned the meeting at 4:17 p.m.

Off/Supt/jw