

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION**

**Committee of the Whole
June 7, 2021 - 6:30 PM
Riley Upper Elementary School
15555 Henry Ruff Rd
Livonia, MI 48154**

AGENDA

I. AUDIENCE COMMUNICATIONS

II. COMMITTEE OF THE WHOLE

Burton, Chair; Acosta, Bonifield; Bradford; Centers; Jarvis; Johnson

III. BUILDING & SITE COMMITTEE

Centers, Chair; Bradford; Johnson

A. Recommendation of Architectural & Engineering Firm - 2021 2

Bond

P. Francis

B. Purchase of Maintenance Plow Truck Vehicles 3

P. Francis

C. 2021-22 Lease Renewals 5

P. Francis

IV. FINANCE COMMITTEE

Bonifield, Chair; Acosta; Jarvis

A. Budget Update 49

A. Smith

B. Bond Sale Update 78

A. Smith

V. CURRICULUM COMMITTEE

Acosta, Chair; Bonifield; Bradford

VI. POLICY COMMITTEE

Johnson, Chair; Bonifield; Jarvis

VII. PERSONNEL COMMITTEE

Bradford, Chair; Centers; Johnson

VIII. LEGISLATIVE COMMITTEE

Jarvis, Chair; Acosta; Centers



Livonia Public Schools

Operations

To: Andrea Oquist, Superintendent

From: Phillip Francis, Director of Operations

Date: June 2, 2021

Re: Recommendation of Architectural & Engineering Firm – 2021 Bond

I would like an opportunity to share with the Board of Education recommendations of an Architectural & Engineering Firm for the 2021 Bond. The interview team has narrowed its choices down and continues working toward a final selection for the design work required for the bond projects.

Please add this request to the agenda of the Monday, June 7, 2021, Committee of the Whole Meeting. I will bring final recommendations to this meeting. Thank you.

PF/ko

c: Board of Education



Livonia Public Schools

Operations

To: Andrea Oquist, Superintendent
From: Phillip Francis, Director of Operations
Date: June 2, 2021
Re: Purchase of Maintenance Plow Truck Vehicles

I would like to request adding an agenda item to the June 7, 2021 Committee of the Whole Meeting in order to purchase three F-250 pick-up trucks with plows attached. These 2020 model year trucks will replace three model year 2015 plow trucks to keep the District's Maintenance Department's fleet up to date and in good working condition while also getting value from the current vehicles. The District owns 13 plow trucks.

This purchase will come from Gorno Ford, Woodhaven, Michigan via the Mi-Deal Purchasing Agreement from the State of Michigan at a cost of \$41,766.00 for each truck with attached plow and safety lighting. The total cost for all three vehicles totals \$125,298.00. This purchase will come from the general fund.

Please include this item on the agenda. Thank you.

Attachments

PF/ko

C: Board of Education

DATE: 6/1/21 (***Out of Stock Sale-OSS) (SEASON SPECIAL)***)

TO: HARRY LAU, LIVONIA PUBLIC SCHOOLS
734-812-8597 (DIRECT) (CELL) **734-812-8597** hlau@livoniapublicschools.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagnev@gornoford.com

RE: **MiDEAL 4WDL-0078 - (3) 2019MY FORD F-250, 4x4, REG. CAB, 142"WB, 8' Box, WHITE/STEEL VINYL, 6.2L V8, 6spd.A/Tw/OD, A/C, AM/FM/CDw/CLOCK, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 REG. AXLE, 10,000 # GVWR, LT265/70R-17AT, TRAILER TOW PKG., TILT/CRUISE, H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, PWR. WINDOWS/LOCKS/Htd.MIRRORS, ROOF CLR. LIGHTS, ENGINE BLOCK HTR., UPFITTER SWITCHES, DÉCOR TRIM, ELEC. BRAKE CNTRLR., H.D. ALT., DAYTIME RUNNING – LIGHTS, SKID PLATES, REAR WHEEL WELL LINERS, H.D. SUSPw/REAR – SWAY BAR, SPLASH GUARDS, RHINO SPRAY-IN-BED LINER, ALL-WEATHER H.D. FLOOR MATS, FACTORY RUNNING BOARDS, SNOW PLOW PREP PKG., REVERSE SAFETY BEEPER, MUNICIPAL SAFETY – LIGHT PKG. Includes; Amber Mini Light Bar, Fr.Rr. Amber LED Flashers, BOSS VXT 8'2" STEEL V-BLADE – PLOW SYSTEMw/DEFLECTOR**

F.O.B. DELIVERED TO LIVONIA, MI \$41,766.00 each
(MSRP = \$52,440.00)

**Units quoted is currently “in-stock and can be “ delivered in 2-3 weeks,
Current lead time to order 2022MY is estimated at 24 – 26 weeks from receipt of Purchase Order.**

Please review, sign and e-mail/fax back or e-mail/fax Purchase Order to
Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Livonia Public Schools. This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorizes personnel.



Livonia Public Schools

Operations

To: Andrea Oquist, Superintendent
From: Phillip Francis, Director of Operations
Date: June 2, 2021
Re: 2021-22 Lease Renewals

I would like to present and discuss lease renewals effective July 1, 2021 at the next Committee of the Whole meeting on Monday, June 7, 2021. Lease renewals have been sent to lessees for their approval and signature. I plan to bring any signed and returned 2020-21 leases for the Board's approval.

Please include this item on the agenda. Thank you.

Attachments

PF/ko

C: Board of Education



LEASE AGREEMENT

THIS LEASE, made this first day of **July 1, 2021**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor) and GARFIELD COOPERATIVE PRESCHOOL, INC., the Lessee (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 property known as Marshall Elementary School, located at 33901 Curtis, Livonia, Michigan, and set forth on the plan of said school attached as Exhibit "A" as follows: Classroom #4 - consisting of 1,156 square feet.

for a term of one (1) year from and after **July 1, 2021 – June 30, 2022**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of Twelve thousand, seven hundred, sixteen and 00/100 dollars (\$12,716.00). The monthly payment of One thousand, fifty-nine and 67/100 (\$1,059.67) is due on the first of each month for the term of the lease.

1a. **RENT DEPOSIT.** The Lessee at the time of making this Lease Agreement has issued to the Lessor a deposit for security purposes, in the amount of \$1,000.00. At the termination of this lease, a determination will be made as to the rebate value of said deposit. Due consideration will be given to normal "wear and tear" in determining the amount of rebate.

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, the rent above reserved.

3. **SERVICES.** The Lessor shall provide minimal custodial service, electrical utilities, water, heat, and security to the facility. Lessee shall arrange for installation and service for all telephone charges. Lessee shall have its own program supplies including; hand soap, paper towels, toilet paper, and garbage bags. Lessor shall continue to supply those materials and supplies necessary for servicing the premises.

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 and 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 payments 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 of 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 or his or her representative 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.

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 or subletting without said written consent shall give the Lessor the right to terminate his 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 executions, 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 for operating a cooperative nursery 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.

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 his 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 lease 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 therefor 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 and shall 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 on the next ensuing rent day.

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 a 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 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. Lessee shall, within the scope of this agreement, be permitted to install kitchen facilities. Such facilities shall be in complete compliance with any and all regulations pertinent to said installations.

15a. **SIGN.** Lessee shall be entitled to sign usage, advertising its business, in front of the leased premises. The cost for such signage, however, shall be borne solely by the Lessee. Any other signage (including any fixtures to the building of the leased premises) shall be allowed, and shall be at Lessee's sole cost. Lessee shall not place in, on or about any door or window any lettering, placard or window signs without first receiving Lessor's prior written consent. All signage must comply with City of Livonia Sign Ordinance.

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 therefor, 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 the 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 the 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 structure 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 leased 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 conditions 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 person 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.

23. **ACCESS TO PREMISES.** The Lessor shall have the right to enter upon the lease 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% per annum, and if he shall make default in such payment the Lessor shall have the remedies provided in paragraph five 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 re-enter 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 proceedings, or otherwise, the Lessee hereby agrees to pay out the Lessor the expense incurred in obtaining possession of said premises, 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 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 know 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 that upon a written ninety (90) days notice to the Lessee, the Lessor reserves the right to terminate said Lease Agreement if it becomes necessary to use the facilities for its own purposes.

32. **TAXES AND ASSESSMENTS.** 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 the lease of the premises, the Lessee agrees to and shall pay its 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 (5) five 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 agreements 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 the day and year first above written.

IN THE PRESENCE OF:

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT

By: _____
Operations Office

By: _____
Livonia Board of Education President

By: _____

By: _____
Livonia Board of Education Secretary

IN THE PRESENCE OF:

GARFIELD CO-OP NURSERY

By: _____

By: _____
Garfield Co-op President



LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2021**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor), and the GET SKILLZ BASKETBALL LLC Lessee (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 Dickinson known as the basketball court and office space, for a total of 6,440 square feet located at 18000 Newburgh Rd, Livonia, Michigan premises.

a term of **one (1) year** from and after **July 1, 2021 – June 30, 2022**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Thirty eight thousand, eight hundred, thirty-six and 00/100 dollars (\$38,836.00) for the term of the agreement.** The monthly payment of Three thousand, two hundred thirty-six and 33/100 (\$3,236.33) is due on the first of each month for the term of the lease.

1a. RENT DEPOSIT. Lessee at the time of making the original lease agreement issued to the Lessor a deposit (\$1,000.00) for security purposes. At the termination of this lease, a determination will be made as to the rebate value of said deposit. Due consideration will be given to normal "wear and tear" in determining the amount of rebate.

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, the rent above reserved.

3. SERVICES. The Lessor shall not provide custodial or maintenance services. The Lessor shall provide electrical utilities, water and heat to the premises. Lessee shall not install telephones. Snow removal is billed on a time and material basis. Minimum two hours and double time rates apply. Snow removal required on a holiday is triple time with a minimum of two hours.

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.

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 or 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 recreational 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 is the sole occupant of the building and 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 tenable 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 tenable 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 and shall 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. Lessee will name Lessor as being a named insured on this lease for the liability insurance.

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.

15a. SIGN. Lessee shall be entitled to sign usage, advertising its business, in front of the leased premises. The cost for such signage, however, shall be borne solely by the Lessee. Any other signage (including any fixtures to the building of the leased premises) shall be allowed, and shall be at Lessee's sole cost. Lessee shall not place in, on or about any door or window any lettering, placard or window signs without first receiving Lessor's prior written consent. All signage must comply with City of Livonia Sign Ordinance.

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 ½ 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 re-enter 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 extension 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. This Lease may be terminated by Landlord at any time and for any reason upon ninety (90) days advanced written notice to Tenant.

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.



IN THE PRESENCE OF:

LIVONIA PUBLIC SCHOOLS

By: _____
Operations Office

By: _____
Livonia Board of Education President

By: _____

By: _____
Livonia Board of Education Secretary

IN THE PRESENCE OF:

By: _____

By: _____
Ravinder S. Sandhu
Get Skillz Basketball, LLC



LEASE AGREEMENT

THIS LEASE is made and entered into on **July 1, 2021**, by and between LIVONIA PUBLIC SCHOOLS, the Lessor (hereinafter designated as the “Lessor”), and HIMAWARI PRESCHOOL (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 Niji-Iro Elementary School (formerly known as Taylor Elementary School) consisting of Classrooms 18, 19 & 20 and one (1) office area for a total of 2,559 square feet. Common areas consisting of lobbies, hallways, parking lot and restrooms shall be used jointly with Lessor and any other tenant’s that occupy this building located at 36611 Curtis, Livonia, Michigan.

for a term of one (1) year from and after **July 1, 2021 – June 30, 2022**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of Thirty-five thousand, six hundred, sixty-seven and 00/100 dollars (\$35,667.00). The monthly payment of Two thousand, nine hundred, seventy-two and 25/100 (\$2,972.25) is due on the first of each month for the term of the lease.

- 1a. 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, the rent above reserved.
- 2. 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.
- 3. 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.
- 4. 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.

5. **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.
6. **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.
7. **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 terminated at the option of the Lessor.
8. **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.
9. **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.

- 10. 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.
- 11. 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.
- 12. 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 attorney's 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.
- 13. 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.

14. 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. RIGHT OF FIRST REFUSAL.** During the term of this Lease, Lessee shall have the right of first refusal on any additional square footage of space (the "Expansion Space") located in the Taylor School. If at any time during the term of this Lease, Lessor receives an offer to rent all or a portion of the Expansion Space, Lessor shall provide Lessee with the first offer to rent said Expansion Space, but otherwise on the same terms and conditions as set forth in this Lease. Lessee shall have seven (7) days after receipt of written notification of said third party offer, including a copy of the offer, to exercise its right hereunder. If Lessee does not exercise its right hereunder within said seven (7) day period, Lessor may rent the additional space to such third party. If such third party decides not to rent the additional space, Lessee's right of first refusal hereunder shall continue with respect to future third party offers.
- 24. 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.

34. 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."

35. 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.

IN THE PRESENCE OF:

By: _____
Operations Office

By: _____

IN THE PRESENCE OF:

By: _____

LIVONIA PUBLIC SCHOOLS

By: _____
Livonia Board of Education President

By: _____
Livonia Board of Education Secretary

By: _____
Ted Delphia
Himawari Preschool



LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2021**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor), and the THE LEARNING TREE CHILD CARE CENTER Lessee (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 real property known as Marshall School, located at 33901 Curtis Road, Livonia, Wayne County, Michigan 48152, consisting of approximately 19,100 square feet of property space EXCLUDING THE FOLLOWING: Rooms 1-5, the LMC and it's adjoining Office, Tech Room, AV Work Room, Small Group Room.

for a term of one (1) year from and after **July 1, 2021 – June 30, 2022**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of Two hundred eighteen thousand, two hundred sixty-four and 00/100 dollars (\$218,264.00). The monthly payment of Eighteen thousand, one hundred eighty-eight and 67/100 (\$18,188.67) is due on the first of each month for the term of the lease.

1a. RENT DEPOSIT. Lessee at the time of making the original lease agreement issued to the Lessor a deposit (\$1,000.00) for security purposes. At the termination of this lease, a determination will be made as to the rebate value of said deposit. Due consideration will be given to normal "wear and tear" in determining the amount of rebate.

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, the rent above reserved.

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

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 preschool 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 and shall 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.

15a. SIGN. Lessee shall be entitled to sign usage, advertising its business, in front of the leased premises. The cost for such signage, however, shall be borne solely by the Lessee. Any other signage (including any fixtures to the building of the leased premises) shall be allowed, and shall be at Lessee's sole cost. Lessee shall not place in, on or about any door or window any lettering, placard or window signs without first receiving Lessor's prior written consent. All signage must comply with City of Livonia Sign Ordinance.

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 ½ 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 re-enter



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 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.

IN THE PRESENCE OF:

LIVONIA PUBLIC SCHOOLS

By: _____
Operations Office

By: _____
Livonia Board of Education President

By: _____

By: _____
Livonia Board of Education Secretary

IN THE PRESENCE OF:

By: _____

By: _____
Learning Tree Representative



LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2021**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor), and the LIVONIA LITTLE TOTS DAY NURSERY Lessee (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 property known as Cass School, 34633 Munger, Livonia, Michigan:
Classrooms 12 - 24, main office, teacher lounge, LMC and kitchen with storage room.

The total lease space is 19,600 square feet (of which the portion of LMC used is 7,000 square feet) for a term of **twelve (12)** months from and after **July 1, 2021– June 30, 2022**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of One hundred seventy-nine thousand two hundred twenty-five, and 20/100 cents (\$179,225.20). The monthly payment of Fourteen thousand, nine hundred thirty-five and 43/100 (\$14,935.43) is due on the first of each month for the term of the lease.

1a. RENT DEPOSIT. Lessee at the time of making the original lease agreement issued to the Lessor a deposit (\$1,000.00) for security purposes. At the termination of this lease, a determination will be made as to the rebate value of said deposit. Due consideration will be given to normal "wear and tear" in determining the amount of rebate.

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, the rent above reserved.

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

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 preschool 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 and shall 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.

15a. SIGN. Lessee shall be entitled to erect signs advertising its business with the sign and its location to be reasonable to the Lessor.

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 ½ 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 re-enter 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 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.

IN THE PRESENCE OF:

LIVONIA PUBLIC SCHOOLS

IN THE PRESENCE OF:

LIVONIA PUBLIC SCHOOLS

By: _____
Operations Office

By: _____
Livonia Board of Education President

By: _____

By: _____
Livonia Board of Education Secretary

IN THE PRESENCE OF:

By: _____

By: _____
Elizabeth Cinque, Director
Livonia Little Tots Day Nursery



AMENDMENT TO LEASE AGREEMENT MIES PARK LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT

IT IS MUTUALLY AGREED that the Lease Agreement, dated June 17, 1996, by and between the CITY OF LIVONIA, a Michigan municipal corporation, whose address is 33000 Civic Center Drive, Livonia, Michigan 48154, the Lessee, and LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, 15125 Farmington Road, Livonia, Michigan 48154, the Lessor, be reaffirmed as written and amended so that paragraphs 2 and 4 of the lease shall read as follows:

2. **TERM**. The term of this Lease shall be for a period of ten (10) years, commencing on June, 2016, and terminating on June 30, 2026, unless otherwise extended or renewed as hereinafter provided.

4. **OPTION TO EXTEND OR RENEW LEASE**. If the Lessee is current in all its obligations to the Lessor and has otherwise performed as required hereunder, it may opt to extend this Lease Agreement by notice to Lessor ninety (90) days in advance of the termination of this Lease Agreement of its exercise of its option, whereupon this Lease Agreement shall be extended or renewed for one additional ten (10) year term which shall terminate on June 30, 2036. Any renewal or extension of this Agreement shall be subject to all the terms, conditions, and obligations specified herein as well as any terms hereafter specified which are applicable to the extended or renewed term.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the

_____ day of _____, 2021.

In the presence of:

LESSEE: CITY OF LIVONIA

_____ by

Maureen Miller Brosnan, Mayor

_____ and

Susan Nash, City Clerk

LESSOR: LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT

_____ by

Colleen Burton, Board President

Karen Bradford, Board Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this _____ day of _____, 2021, before me, a Notary Public in and for said Country, personally appeared Maureen Miller Brosnan and Susan Nash, to me personally known, who being by me duly sworn did say they are the Mayor and the City Clerk, respectively, the City of Livonia, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of a resolution of its City Council, and said officers acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public, Wayne County Michigan
My Commission expires: _____



**AMENDMENT NO. 3 TO LEASE AGREEMENT STYMELSKI PARK
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT**

IT IS MUTUALLY AGREED that the Lease Agreement, dated June 1, 2000, by and between the CITY OF LIVOINA, a Michigan municipal corporation, whose address is 33000 Civic Center Drive, Livonia, Michigan 48154, the Lessee, and LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, 15125 Farmington Road, Livonia, Michigan 48154, the Lessor, be reaffirmed as written and amended so that paragraphs 2 and 4 of the lease shall read as follows:

2. **TERM**. The term of this Lease shall be for a period of years, commencing on June 1, 2000 and terminating on June 30, 2026, unless otherwise terminated, extended or renewed as hereinafter provided.

4. **REQUEST TO EXTEND OR RENEW LEASE**. If the Lessee is current in all its obligations to the Lessor and has otherwise performed as required hereunder, it may seek to extend or renew this Lease Agreement by sending written notice to Lessor no later than ninety (90) days in advance of the expiration of this Lease Agreement of its desire to extend whereupon this Lease Agreement shall be extended or renewed for an additional five (5) year term which shall expire on June 30, 2031 unless Lessor shall have sent written notice to Lessee no later than sixty (60) days in advance of the expiration of this Lease Agreement that this Lease Agreement shall not be extended or renewed because of the Lessor's need to use and occupy the lease premises. Failure of Lessee to request an extension or renewal of this Lease Agreement in the manner and within the time specified shall preclude any automatic extension or renewal thereof. Any renewal or extension of this Agreement shall be subject to all the terms, conditions, and obligations specified herein as well as any terms which may hereafter be specified as applicable to the extended or renewed term.

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____ and _____, of LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, on behalf of said school district.

Notary Public, Wayne County Michigan
My Commission expires: _____

Pursuant to Council Resolution
_____ adopted by the Livonia
City Council on _____, 2021.

APPROVED AS TO FORM:

Paul Bernier, City Attorney



Livonia Public Schools

Finance Office

Date: June 1, 2021

To: Andrea Oquist, Superintendent

From: Alison Smith, Director of Finance

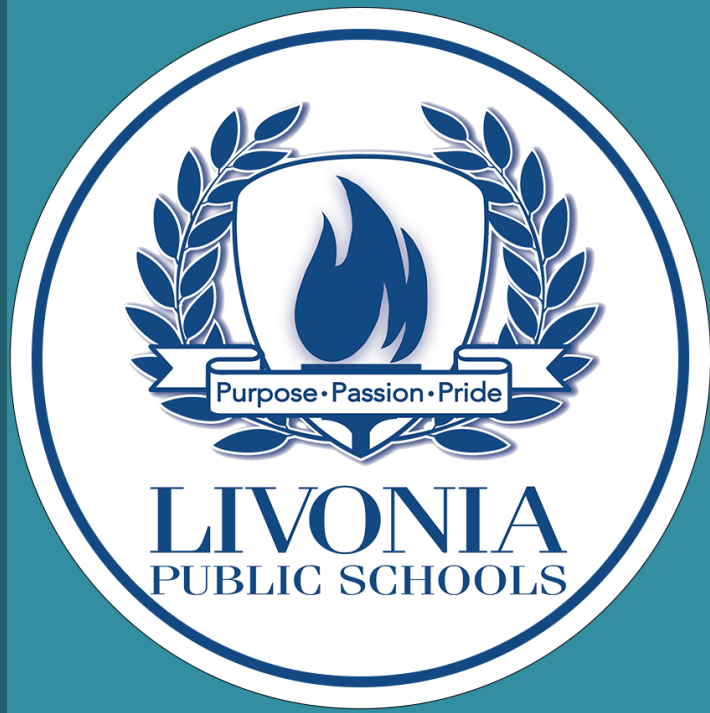
Re: Budget Update

I would like to discuss the 2020-2021 and 2021-2022 budgets with the Board of Education at the Finance Committee meeting on June 7, 2021. I will update the Board on our continued budget progress and share the most current information we have gathered since we last discussed the budgets.

I will present the Board with a recommended final budget amendment for the 2020-2021 school year that includes adjustments to both the revenues and expenditures. I will also present a recommendation for a proposed budget for the 2021-2022 school year. I look forward to dialog with the Board trustees and their recommendations. Thank you.

AS/kp

c: Board of Education



Budget Update

2020-2021 Final Amended Budget & 2021-2022 Proposed Budget

LPS District Priorities



Student Achievement

Demonstrating a strategic commitment to measurable growth and achievement for all students through consistent, rigorous and engaging curriculum & instruction.

Employee Capacity

Investing in our students begins with an investment in our staff. Building capacity and engagement of each LPS staff member which results in meaningful and impactful work.

51

Fiscal Responsibility

Exhibiting thoughtful and consistent oversight of budget development in order to utilize our district's finances & resources to maximize educational achievement for all students, support our priority focus areas and promote an environment of fiscal responsibility.

Climate and Culture

Valuing and contributing daily to a positive, engaging and respectful climate and culture for all.

Wayne County Enhancement Millage Priorities



- Hiring and retaining high quality staff
- Preserving & enhancing our programs and offerings for students
- Maintaining class size, reducing where feasible
- Supporting struggling learners and students with added needs
- Financial Stability

WCEM Additions Since 2016

- Lower Class Sizes
- Salary & benefit increases for staff in successive multi-year collective bargaining (2017-18 through 2021-22)
- Additional Elementary Support Teachers (EST)
- Additional Elementary and Secondary Student Assistance Providers (ESAP, SAP)
- Early Elementary Assistance (EduStaff)
- Floater secretaries at the elementary level
- Before & After School Learning Opportunities
- Building Subs (2020-21 only)
- Secondary Direct Supports
- Performing Art Center Class and Managers
- Additional Security Support
- STEM Curriculum~Project Lead the Way
- Textbook Purchases & Replacement
- Athletic Programs~ B & G Bowling and Lacrosse
- Literacy Coaches
- Instructional Coaches
- Assessment Coordinator
- Curriculum Coordinator
- Additional Resource Room Teachers
- Behavior Intervention Specialists
- ECP Team Leader
- Additional Custodial Staff
- IT Systems Analyst
- Additional Sub Drivers
- Enhanced Financial Stability

2020-2021 Final Amended Budget Detail



Beginning Fund Balance, 7/1/2020	33,751,184
Current Budgeted Revenues	163,928,642
Move ESSER 1 and Coronavirus Relief Funds Revenue to Grant Fund	(5,890,870)
Move Section 31a At-Risk Grant Revenue to Grant Fund	(3,179,601)
Lower Estimate of SACC, Childcare, and For-Fee Preschool Revenue	(565,641)
Prior Year State Aid Adjustment	434,957
MPSERS Forfeiture of Employer Contributions	181,212
Miscellaneous Adjustments	265,512
Projected 2020-21 Revenues	155,174,211
Current Budget Expenditures	167,902,484
Move ESSER 1 and Coronavirus Relief Funds Expenditures to Grant Fund	(4,690,870)
Move Section 31a At-Risk Grant Expenditures to Grant Fund	(3,179,601)
UAAL Retirement	(615,000)
Childcare	(364,288)
Textbooks	(250,000)
Water	(100,000)
Replace 3 plow trucks	133,535
Miscellaneous Adjustments	(385,921)
Projected 2020-21 Expenditures	158,450,339
Projected Ending Fund Balance, 6/30/2021	30,475,056
	19.6%

2021-2022 Proposed Budget Recommendations



Summary of New Budget Recommendations

These are a combination of CRF/ESSERS and General Fund Expenditures

Academic Supports

- Maintain Smaller Class Sizes
- Maintain Direct Student Support Classes
- Additional Literacy Coach
- Secondary Interventionists
- Technology Coordinator
- MTSS Coordinator
- Continued Updating of Textbooks
- Mobile Device Purchases
- Increase specials areas staffing to support intervention blocks

Social Emotional Supports & Student Engagement

- Additional Psychologists
- Additional Social Workers
- Elementary Teacher Consultant
- Maintain 2 counselors at each MS
- Additional Elementary and Secondary Student Assistance Providers
- Additional Elementary Support Teachers
- Increase in MS Leadership FTEs & reinstate Activity Bus
- Reduction in Pay to Participate fees

District-wide Resources & Supports

- Assigned Building Subs
- Leadership FTE to support the Engagement & Equity work across the district
- Leadership FTE to support the robotics program
- Operations & Maintenance Equipment
- Additional HVAC Technician
- Additional Custodial Staff

District Wide

Maintain Smaller Class Size

(CRF/ESSERS)

Elementary

What: Allocate additional FTEs to maintain smaller class sizes and offer Livonia Virtual for grades 2-6.

Why: Research supports lowering class size when teaching practices address the reduced teaching load. Reduced class size and offering LV for grades 2-6 offer a bridge from COVID to post COVID world.

Impact: Increased number of students receiving targeted intervention and frequent progress monitoring inside the classroom; students able to receive individual feedback; student learning gaps addressed and supported

Secondary-Direct Student Supports and Balancing

What: Allocate additional FTEs to maintain smaller class sizes in core courses. Additional FTEs will also be allocated to each building to provide initiatives/courses to support struggling students.

Why: Research supports lowering class size to provide a better instructional environment. Balancing FTEs allow schools to target struggling students through specialized courses.

Impact: Students receive differentiated instruction and targeted support

District Wide

Maintain Smaller Class Size (CRF/ESSERS)

District Staffing Ratios

Grade	Pupils Per Teachers
Kindergarten	26
1-3	27.5
4	28.75
5-6	29.5

58

*These are below contract maximums

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
K-6 Classroom Teachers Allocated	229	238	239	254	276	TBD
K-6 Classroom Teachers Using the Staffing Ratio	221	221	222	221	221	TBD
Additional Classroom Teachers Over Staffing Ratio	8	17	17	33	55	TBD
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Additional Secondary Direct Supports and Balancing	5.5	9.4	12.4	12.8	12.8	TBD

District Wide

(General Fund)

Facilitation of Equity and Engagement Work

What: .6 FTE to facilitate the Equity and Engagement work district wide

Why: Grow the impact of this group's study and work over the last three years and spread it to every school and department in the district.

Impact: Professional development for building principals, teachers and staff. Focus groups with students and families in our district to inform our current reality.

Building Subs

What: Daily building substitute teachers in each of our buildings.

Why: Emergency substitute teacher coverage provided, a consistent adult serving as the primary guest teacher. In addition, building substitute teachers fill in gaps around the building(meetings, intervention, etc.)

Impact: Principals have reported that our pilot of building substitute teachers has improved the consistency of guest teachers in our buildings and provided much needed support in the other areas mentioned above.

District Wide

(CRF/ESSERS)

Mobile Device Replacement Purchases

60

What: Additional Mobile Devices for Pre-K through grade 12

Why: As we move forward from the pandemic, we expect to have a higher than expected number of devices that will need to be replaced and want to make sure we have enough devices to support both in-school and at-home instruction.

Impact: As we look to move to a 1:1 device ratio, staff and students having devices to support teaching and learning.

District Wide Maintenance & Operations (General Fund)

Equipment Purchases

What: 1 tow truck, 2 box trucks, 2 dump trucks, 3 plow trucks*

Why: These maintenance vehicles are older and in need of repair or have some trade value left that we can recapture.

Impact: Safety & utility. Additionally, with maintenance vehicles up-to-date and in excellent working condition, LPS mechanics can devote more of their time and effort to maintaining the 110 student buses.

*2020-2021 Budget Recommendation

HVAC Technician

What: 1.0 FTE HVAC Technician

Why: The Maintenance Dept. currently has 2.0 HVAC Tech and needs additional technicians in order to repair and maintain the current heating and cooling units across the District.

Impact: The more regular maintenance and upkeep on our units LPS can manage in-house, the less 3rd party repairs will be needed.

Additional Custodians

What: 2.0 FTE Custodians

Why: We have several split positions which means less time spent in buildings, especially when there are sub shortages.

Impact: COVID-19 has impacted building staff expectations of what "clean" means. LPS custodial staff often find themselves short-handed. More full-time staff will help fully staff more buildings.

Elementary Programs

(CRF/ESSERS)

Elementary Support Teacher/Student Assistance Provider

What: Additional 3.5 EST/ESAP positions at the K-4 and 5-6 level.

Why: We see an increased need for Social Emotional supports, Academic Intervention support, MTSS consistency across all elementary schools. All research points to these areas as the most critical post-pandemic need for our students. Feedback collected from building administrators on the need and impact.

Impact: This would provide 2.0 full time ESTs at most of our K-4 elementary schools and enhanced support in select upper elementary schools including Webster. It will support our learners in their academic, mental health and behavioral needs. Support recovery year; 31A needs (Grade 3 Reading, School Engagement). Aligned to district priorities of climate/culture and academic achievement.

Elementary Programs

(General Fund)

Enhanced Specials Area Staffing for Upper Elementary

63

What: Additional 2.0 specials area staffing.

Why: Moving forward with a consistent model in our 5/6 schools to provide opportunities for a balanced schedule to promote professional learning teams and consistency in delivery of core curriculum.

Impact: Focus on academic achievement, professional learning on curricular adoptions in ELA and Science. It also provides time in the schedule for consistent interventions.

Secondary Programs

(General Fund)

MS Student Assistance Providers

What: Increase the .5 FTE SAP position at the MS level to a 1.0 FTE position at each school

Why: To better support the social and emotional development of our students

Impact: More students will have a deeper connection to an adult in their school with a full-time provider present each day.

Secondary Programs

(General Fund)

Student Engagement

What: Reengaging students through after school activities

- add .2 FTE at each middle school to provide time to create and implement opportunities for afterschool activities
- add a .2 FTE to provide for a release hour for the coordinator of the MS & HS Robotics program
- reestablish transportation for after school activities at the middle school

Why: To effectively plan and implement activities that reengage students with our secondary schools

Impact: Allows for continued growth of programming, student engagement, and community and school connection

Secondary Programs

(General Fund)

Reduction in Pay to Participate Fees

	High School*			Middle School**		
	Full	Reduced	Free	Full	Reduced	Free
Current Fees	\$350	\$175	\$100	\$150	\$80	\$40
Proposed Fees	\$125	\$50	\$25	\$100	\$50	\$25

*High school athletes pay this fee for each of the first two sports and the third sport is no charge

**Middle school athletes pay this fee once for the school year and can participate in multiple sports

Families need to submit payments electronically through SchoolPay. To qualify for the reduced or free rate, families will need to complete the Free and Reduced-Priced School Meals application.

Why: To honor the many hardship concerns expressed by our families; athletic participation numbers are in decline in some sports

Impact: Participation numbers likely to increase; families will feel heard

Student Services

(CRF/ESSERS for PSY & SSW and General Fund for Teacher Consultant)

Psychologist & Social Worker to full time at each HS

1 additional Full Time Social Worker to increase SSW supports in all schools

These mental health professionals will support:

- Students and staff mental health
- Wrap around services
- Transitions back to in person instruction

Elementary Teacher Consultant

Provides support to all elementary schools K-6

Works with new and seasoned resource staff on

- MTSS
- IEP compliance
- IEP process
- Behavior
- Programmatic transitions Prek-7th grade
- Assessment

Academic Services

(General Fund)

Instructional Coaches

What: One additional coach for K-6

Why: We are building triad teams that will become a part of the school community and at the same time be able to focus on a single grade band: K-2, 3-4, or 5-6.

Impact: K-6 teachers will have access to an instructional coach throughout the school year that has a strong understanding of their curriculum, developmental needs of students and their community needs. Job embedded professional development.

Textbooks

What: Continued annual funding for updating K-12 textbooks per the 3-year implementation plan

Why: To provide our students & staff with up to-date learning and instructional resources, which are CCSS- aligned materials. Replacing 15-25 year old resources.

Impact: Since 2017 - 43 course/grade level area curriculum resources have been updated
2021-22 - 20 course/grade levels targeted
2022 and beyond - 17 more courses/grade levels

Academic Services (CRF/ESSERS)

MTSS (Multi-Tiered System of Support) Coordinator— Secondary

What: MTSS Coordinator will expand the work of the MTSS committee and build a systemic model of support for struggling learners. Lead and build the pilot of four Learning Interventionists to provide academic supports for students.

Why: This work began in 2019 with a committee of teachers and administrators prior to the pandemic and we believe the time is essential to have leadership in building a systemic model for student support in our secondary schools.

Impact: Improved students learning through leadership in best practices for supporting struggling students.

High School & Middle School Interventionist

What: Two teams of Learning Interventionists to work in our secondary classrooms and work with the MTSS Coordinator to build and implement a model of support for secondary students.

Why: This work began in 2019 with a committee of teachers and administrators prior to the pandemic, and we believe the time is essential to have leadership in building a systemic model for student support in our secondary schools.

Impact: In an effort to close the achievement gap for students and support their learning development, a pilot program of two teams of interventionists will work in two schools to provide academic support for students.

Academic Services (CRF/ESSERS)

Media and Technology Coordinator

What: A new coordinator to lead the integration between technology devices, programs, platforms and the instruction and learning in our schools.

Why: The district is committed to molding creative and forward-thinking students who are willing to take educational risks. This leader will support teaching and learning while cultivating the use of technology.

Impact: This leader will grow an educational environment of collaboration between Academic Services, I.T., Media Specialists, and all educational personnel, thus, expanding staff and students in their use of technology as a powerful teaching and learning tool.

2021-2022 Proposed Budget Detail



Beginning Fund Balance, 7/1/2020	31,475,056
Current Budgeted Revenues	155,174,211
Return to 90/10 Pupil Count	(4,057,501)
Foundation Allowance Increase	1,353,300
Miscellaneous Adjustments (return to normal i.e. SACC/ Childcare, etc.)	1,000,000
Reduction in Pay to Participate Fee	(350,000)
Back out Prior Year State Aid Adjustment	(434,957)
Back out MPSERS Forfeiture of Employer Contributions	(181,212)
Projected 2020-21 Revenues	152,503,841
Current Budget Expenditures	158,450,339
Retirement Rate Increase	878,043
Insurance Hard Cap Increase	494,234
Retirement/New Hires (net change)	(1,800,000)
Scheduled Salary Step Increases	2,541,304
Miscellaneous Adjustments	382,318
Back out purchase of 3 plow trucks	(133,535)
Add back salaries covered by ESSER 1	947,568
Use CRF/ESSER grant to maintain smaller class size	(3,900,000)
Operations Equipment Purchases (less trucks bought in June 2021)	607,000
Operations Staff (HVAC Tech & 2 additional custodians)	200,000
Literacy Coaches (2.0 FTE)	180,000
Elementary Teacher Consultant	90,000
Middle School Student Assistance Providers (1.5 FTE)	135,000
Increase in MS Leadership FTEs & reinstate Activity Bus	99,000
Leadership FTE to support Engagement & Equity work across district	54,000
Leadership FTE to support the robotics program	18,000
Projected 2020-21 Expenditures	159,243,271
Projected Ending Fund Balance, 6/30/2021	24,735,626

16.2%

ESSER 2, ESSER 3, and CRF Budget Recommendations



Recommended Use of ESSER 2, ESSER 3, and Coronavirus Relief Funds

2021-2022

Maintain Smaller Class Sizes	3,900,000
Mobile Device Replacement Purchase	2,000,000
Additional Elementary Support Teachers/Student Assistance Providers (3.5 FTE)	270,000
Psychologist to full time at each high school	90,000
Social Worker to full time at each high school	90,000
Media and Technology Coordinator	140,000
MTSS Coordinator	140,000
HS and MS Interventionists- ELA (2.0 FTE)	180,000
HS and MS Interventionists- MATH (2.0 FTE)	180,000

2021-2022 total 6,990,000

72

2022-2023

Maintain Smaller Class Sizes	3,900,000
Mobile Device Replacement Purchase	2,000,000
Additional Elementary Support Teachers/Student Assistance Providers (3.5 FTE)	270,000
Psychologist to full time at each high school	90,000
Social Worker to full time at each high school	90,000
Media and Technology Coordinator	140,000
MTSS Coordinator	140,000
HS and MS Interventionists- ELA (2.0 FTE)	180,000
HS and MS Interventionists- MATH (2.0 FTE)	180,000

2022-2023 total 6,990,000

Total Recommended ESSER 2, ESSER 3, and CRF Expenditures 13,980,000

Then and Now Elementary

2016-2017

- Class Size Average K-6 was close to staffing ratios

District Staffing Ratios	
Grade	Pupils Per Teachers
Kindergarten	26
1-3	27.5
4	28.75
5-6	29.5

*These are below contract maximums

- Early Elementary Assistance: support first ten days of school
- Average of 1 EST at each K-4 building

2021-2022

- Projected Class Size Average K-6: 23.01
- Most K-4 buildings will have 2 ESTs
- Floater secretary support at K-4 buildings
- Enhanced ESAP support at the 5-6 level
- Early Elementary Assistance: support first ten days of school and 30 days per K teacher.
- Enhanced special area staffing at the 5-6 level
- Building substitute teachers
- After school interventions for at-risk students

Then and Now

Secondary

2016-2017

- .75 High School Student Assistance Provider per school
- .25 Middle School Student Assistance Provider per school
- .5 School Social Worker
- .5 School Psychologist
- Balancing FTEs (5.5 FTE)

2021-2022

- 1.0 High School Student Assistance Provider per school
- 1.0 Middle School Student Assistance Provider per school
- 1.0 School Social Worker per HS
- 1.0 School Psychologist per HS
- Direct Student Support FTEs & Additional Balancing FTEs (approx 13 FTE)
- MS & HS Interventionists

Then and Now

Student Services

2016-2017

- 3 Coordinators
- 1 Elementary Teacher Consultant
- 8.5 School Psychologists
- 9.5 School Social Workers

2021-2022

- 5 Coordinators
- 2 Elementary Teacher Consultants
- 16.5 School Psychologists
- 14 School Social Workers
- 2 Behavior Interventionists

Then and Now

Academic Services

2016-2017

K-12 ELA and Social Studies Coordinator

- 1 Third Grade coach for half year

K-12 Math and Science Coordinator

Federal Programs Coordinator

Assessment Supervisor

Textbook budget over previous 10 years reduced or zero budget allocated

2021-2022

7 Coordinators Including:

New: Media and Technology Coordinator

New: Secondary MTSS Coordinator

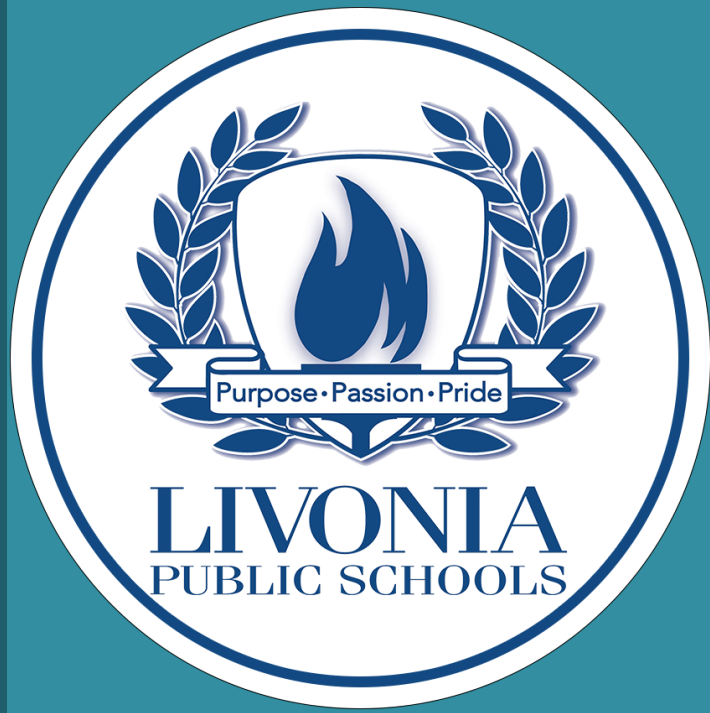
- Two teams of 2 Interventionists at pilot schools
- 7 Literacy/Instructional Coaches

Textbooks: (approximately \$3 million)

Since 2017: 43 course/grade level areas updated

2021-22 : 20 course/grade levels targeted

2022 and beyond: 17 more courses/grade levels



Budget Update

2020-2021 Final Amended Budget & 2021-2022 Proposed Budget



Date: June 1, 2021

To: Andrea L. Oquist, Superintendent

From: Alison Smith, Director of Finance

Re: Bond Sale Update

We would like to update the Board of Education on the sale of bonds at the next Finance Committee meeting on Monday, June 7, 2021. Please let me know if there are any questions. Thank you.

AS/kp

c: Board of Education