

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**Regular Meeting  
June 14, 2021 - 7:00 PM  
Riley Upper Elementary School  
15555 Henry Ruff Rd  
Livonia, MI 48154**

**AGENDA**

- I. ROLL CALL: Madeline Acosta, Tammy Bonifield, Karen Bradford,  
Colleen Burton, Dan Centers, Liz Jarvis, Mark Johnson**
- II. PLEDGE OF ALLEGIANCE**
- III. COMMUNICATIONS**
  - A. 40 Year Resolutions 3**
  - B. Recognition of National Merit Scholars**
  - C. District Update from the Superintendent**
  - D. Written Communications**
  - E. Audience Communications (limited to 15 minutes, with remainder  
following Personnel Matters)**
  - F. Response to Prior Audience Communications**
- IV. CONSENT AGENDA--Items marked with an "\*" will be 6  
considered in one motion. These routine items have been  
individually reviewed by Board committees and were  
unanimously recommended for placing on this consent  
agenda. Any member of the Board may remove items from  
the consent agenda prior to voting.**
- V. DISPOSITION OF MINUTES**
  - A. \*Minutes of Regular Meeting of May 17, 2021 7**
  - B. \*Minutes of the Special Meeting of May 24, 2021 15**
  - C. \*Minutes of the Closed Session of May 24, 2021**
- VI. PERSONNEL MATTERS**
  - A. Appointment of Elementary Principal 16**
  - B. Appointment of Upper Elementary Principal 17**
  - C. Teacher for Tenure 18**
  - D. Resignations 19**
  - E. Retirements 20**
  - F. Notice of Discontinuance of Teaching Contracts 28**
  - G. Teacher Recall Authorization 29**
  - H. Authorization to Accept Resignations 30**
- VII. BUSINESS MATTERS**
  - A. \*Approval of 2021-22 Lease Renewals 31**
  - B. Approval of Architectural & Engineering Firm - 2021 75  
Bond**
  - C. Approval to Purchase Maintenance Plow Truck Vehicles 83**
  - D. Approval of Resolution to Ratify the Sale of Bonds 85**

E.	Adoption of 2020-2021 Final Budget Amendments	91
F.	Approval of 2021-2022 Proposed Budget and Millage Rates	102
VIII.	INSTRUCTION MATTERS	
A.	Reconfirmation & Benchmark Data for the Extended COVID-19 Continuity of Learning Plan	113
B.	*Approval to Renew MHSAA Membership Resolution for 2021-22	116
C.	Recommend Expulsion of One Secondary Student	119
IX.	HEARING FROM BOARD MEMBERS	
A.	Second Reading and Adoption of Board Bylaws: BBD - Board-Superintendent Functions BCAC - Special Meetings BCAE - Public Hearings BCAF - Committee of the Whole & Study Session Meetings BCB - General Order of Business at Regular Meetings BCBC - Preparation of Agenda	120
B.	Establishment of Dates for Organizational Meeting and First Regular Meeting of 2021-22	133
C.	Hearing from Board Members	
X.	ADJOURNMENT	

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:** Recognition of 40-Year Employees

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the proposed resolutions of appreciation for 40 years of full-time service with the district for the following employees:

**James Chartrand  
Winifred (Wendy) Kacsmark**

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Anthony Abbate, Director of Personnel & District Services  
Jennifer Keatts, Director of Human Resources

**EXHIBIT:**

Attached resolutions

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**FORTY-YEAR RESOLUTION**

**James Chartrand**

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

**WHEREAS**, It has come to the attention of the Board that James Chartrand completed 40 years of full-time employment in the Livonia Public Schools on December 1, 2020 and,

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

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

**WHEREAS**, He has given of his talents, time, and efforts in fulfilling his many and varied responsibilities as a custodian, roofer and plumber working at Hull Elementary, central office and in the Maintenance Department.

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

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**FORTY-YEAR RESOLUTION**

**Wendy Kacsmark**

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

**WHEREAS**, It has come to the attention of the Board that Wendy Kacsmark completed 40 years of full-time employment in the Livonia Public Schools on November 18, 2020 and,

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

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

**WHEREAS**, She has given of her talents, time, and efforts in fulfilling her many and varied responsibilities as a driver in the Transportation Department.

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

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:** Consent Agenda

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve the following consent agenda items, as recommended by the superintendent:

- V.A. Minutes of the Regular Meeting of May 17, 2021
- V.B. Minutes of the Special Meeting of May 24, 2021
- V.C. Minutes of the Closed Meeting of May 24, 2021
- VII.A. Approval of 2021-22 Lease Renewals
- VIII.B. Approval to Renew MHSAA Membership Resolution for 2021-22

**RATIONALE:**

The agenda for the Board of Education meeting has certain items designated and identified by an asterisk \*. These items, identified in advance with concurrence of the Board President, will be acted upon in a single motion.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Andrea L. Oquist, Superintendent

**EXHIBITS:**

Attached  
Off/Supt/jw

**MINUTES  
BOARD OF EDUCATION  
Livonia Public Schools  
15125 Farmington Road  
Regular Meeting  
May 17, 2021**

President Burton convened the meeting at 7:01 p.m.

**Members Present**

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

**Members Absent**

None

**District Update from the Superintendent**

Superintendent Oquist shared a slideshow presentation of activities taking place across the District and in the LPS community.

**Written Communication**

None

**Audience Communication**

None

**Response to Prior Audience Communication**

None

**Consent Agenda**

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

V.A. Minutes of the Regular Meeting of April 26, 2021

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Reconfirmation of the Extended Continuity of Learning Plan**

It was moved by Mr. Johnson and supported by Mr. Centers that the Board of Education of the Livonia Public Schools School District reconfirm the Continuity of Learning Plan that was approved on September 28, 2020. The plan recommends that students continue to receive instruction either through Livonia Virtual or in person at our schools.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Appointment of Auditor for 2020-2021**

It was moved by Mrs. Bonifield and supported by Mrs. Bradford that the Board of Education of the Livonia Public Schools School District appoint the firm of Plante Moran to audit and prepare the financial statements for Livonia Public Schools for the 2020-2021 school year.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Wayne RESA's 2020-2021 General Fund Operating Budget**

It was moved by Mrs. Bradford and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools adopt the resolution supporting the General Fund Operating Budget for the 2021-2022 school year for the Wayne County Regional Educational Service Agency ("RESA").

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Approval of Resolution Authorizing the Issuance of 2021 School Building and Site Bonds**

It was moved by Mrs. Jarvis and supported by Mr. Centers that the Board of Education of the Livonia Public Schools School District approve a resolution to authorize the issuance of 2021 School Building and Site Bonds, and authorize the Superintendent or her designee the authority to execute all necessary documents required to complete the approval and sale of the Bonds as described in the resolution.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Approval of Greenhouse at Garfield Community School**

It was moved by Mr. Centers and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District approve the purchase and installation of a greenhouse at Garfield Community School from GrowSpan Greenhouse Structures, South Windsor, Connecticut for a cost of \$133,177.61 plus a contingency of \$6,700.00 for a total project cost of \$139,877.61 and authorize the Superintendent or her designee to negotiate and execute final contracts on behalf of the Board of Education.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Approval to**

It was moved by Mrs. Acosta and supported by Mrs. Jarvis that the

**Purchase  
Playground  
Equipment –  
2021 Bond**

Board of Education of the Livonia Public Schools School District approve the purchase of elementary playground equipment from PlayPower LT Farmington, Inc., Dallas, Texas, in care of Great Lakes Recreation Co., Clinton Township, Michigan, in the amount of \$1,794,391.00, plus a three percent contingency of \$53,832.00.00 for a total amount of \$1,848,223.00 and authorize the Superintendent or her designee to negotiate and execute final contracts on behalf of the Board of Education.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Teacher for  
Tenure**

It was moved by Mr. Johnson and supported by Mrs. Bradford that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and acknowledge that tenure status will be granted to the following teacher, effective on the respective date:

<u>Name</u>	<u>Date Effective</u>
<b>Yuriko Ishida</b>	<b>May 24, 2021</b>

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Retirements**

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

**Sheryl Archibald** will retire from the district on June 30, 2021, and has devoted 31 years of dedicated, loyal, and outstanding service to the students of Cleveland Elementary, Churchill High School and in the Academic Services Department as a teacher and special projects manager.

**Mary Jo Baringhaus** will retire from the district on June 21, 2021, and has devoted 32.4 years of dedicated, loyal, and outstanding service to the students of Cleveland Elementary as a teacher.

**Terry Bumpus** will retire from the district on June 18, 2021, and has devoted 13 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a special education paraprofessional at Hoover Elementary, Kennedy Elementary, Garfield Elementary, Coolidge Elementary and Webster Elementary

**Lori Charochak** will retire from the district on June 21, 2021, and has devoted 33 years of dedicated, loyal, and outstanding service to the students of Taylor Elementary and Hoover Elementary as a teacher.

**Laura Flis** will retire from the district on June 21, 2021, and has devoted 30 years of dedicated, loyal, and outstanding service to students throughout the District as a teacher of speech and language and teacher consultant.

**Donna Grabowski** will retire from the district on June 18, 2021, and has devoted 26 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a

special education paraprofessional in the Franklin Transition Program and at the Western Wayne Skill Center.

**Victor Holman** will retire from the district on June 21, 2021, and has devoted 23 years of dedicated, loyal, and outstanding service to the students of Franklin High School as a teacher.

**Beth Judd** will retire from the district on July 9, 2021, and has devoted 26.4 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary at Franklin High School, Stevenson High School and in the Food Service Department.

**Zsuzsi McDonald** will retire from the district on June 21, 2021, and has devoted 22.5 years of dedicated, loyal, and outstanding service to the students of Hayes Elementary and Randolph Elementary as a paraprofessional and teacher.

**Therese Miller** will retire from the district on June 18, 2021, and has devoted 22 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a child development assistant at Jackson Early Childhood Center and a router/dispatcher in the Transportation Department.

**Thomas Miskinis** retired from the district on April 23, 2021, and devoted 16.8 years of dedicated, loyal, and outstanding service to the students of Cooper Elementary, Riley Elementary, Frost Middle School, Churchill High School, McKinley Center, Stevenson High School and Emerson Middle School as a paraprofessional and teacher.

**Patricia Pepple** will retire from the district on June 30, 2021, and has devoted 35.6 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary in Community Education, at Cass Elementary and at Buchanan Elementary.

**Tammy Sieber** will retire from the district on June 16, 2021, and has devoted 17.5 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a special education paraprofessional at Perrinville Early Childhood Center and Roosevelt Elementary.

**Susan Sied** will retire from the district on June 18, 2021, and has devoted 23 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a special education paraprofessional at Webster Elementary.

**Mary Thomson** will retire from the district on June 18, 2021, and has devoted 21 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a driver in the Transportation Department.

**Sharon Wallen** will retire from the district on May 31, 2021, and has devoted 22.9 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a driver in the Transportation Department.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

### First Reading of Board Bylaws

The Policy Committee has reviewed the proposed revisions for the following Board Bylaws:

#### First Reading of Board Bylaws:

- **BBD Board-Superintendent Functions**

- **BCAC Special Meetings**
- **BCAE Public Hearings**
- **BCAF Committee of the Whole & Study Session Meetings**
- **BCB General Order of Business at Regular Meetings**
- **BCBC Preparation of Agenda**

**BYLAWS OF THE BOARD****BBD****BOARD OPERATIONS****BOARD-SUPERINTENDENT FUNCTIONS RELATIONS**

The Board of Education ~~is a should be the~~ **recognizes** believes that the legislation and adoption of policies is an important function of a school board and that the execution of the policies ~~is a should be the~~ function of the administration and staff.

Delegation by the Board of its executive powers to the superintendent provides freedom for the superintendent to manage the schools within the Board's policies, and frees the Board to devote its time to **three main functions of the Board: Goal Setting – the Board's vision for the District, including the approval and adoption of the budget; Establishing policy for the District and sharing in policy development; and Designating the Chief Executive Officer (recruiting, hiring, and evaluating the superintendent) policy making and appraisal functions.**

The Board holds the administration and staff responsible for carrying out its policies within established guidelines and for keeping the Board informed, through the superintendent, about school operations.

**BYLAWS OF THE BOARD****BCAC****BOARD OPERATIONS****MARCH 16, 2015****SPECIAL MEETINGS**

Special meetings of the Board of Education may be called by the president of the Board, or any ~~two~~ **three** members thereof, by serving on the other members a written notice of the day, time, place, and purpose of such special meeting. Such notice shall be in accordance with law. The purpose of the special meeting shall be included on or with the **public** notice of special meeting.

Service of the notices shall be by **one of the following methods:**

1. Delivering the notices to the members personally at least 24 hours before such meeting is to take place; or
2. Leaving the same at the member's residence with some person of the household at least 24 hours before such meeting is to take place; or
3. Depositing the same in a government mail receptacle (enclosed in a sealed envelope plainly addressed to such member at his/her last known residence address) at least 72 hours before such meeting is to take place; **or**
4. Sending email notification to members at least 24 hours before such meeting is to take place and confirming that emails were received by members.

Service as above prescribed may be made by a member of the Board or any employee **of the District.**

A meeting at which all members of the Board are present with or without proper notice to members of the Board and for which proper notice is given to the public shall be considered a legal meeting for the transaction of business ~~when proper notice has been given to the public.~~

If the ~~aforementioned~~ foregoing procedure is followed and if a notice of the meeting has been posted or published at least 18 hours prior to the meeting, a quorum present can conduct business legally.

~~Special meetings of the Board shall be conducted in accordance with the policy established for regular meetings.~~

#### Emergency Meetings

The Board may meet in emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public when two-thirds of the members decide that delay would be detrimental to efforts to lessen or respond to the threat.

#### **BYLAWS OF THE BOARD BOARD OPERATIONS PUBLIC HEARINGS**

**BCAE  
JUNE 20, 1988  
Reviewed 11/2013**

All public hearings shall be conducted in accordance with the law and shall provide for proper notice, **including a meeting agenda**, and an orderly process for the public to be heard.

#### **BYLAWS OF THE BOARD BOARD OPERATION COMMITTEE OF THE WHOLE & STUDY SESSION MEETINGS**

**BCAF  
JUNE 20, 1988  
Reviewed 11/2013**

The Board of Education may devote a part of a regular or special meeting, or schedule a **committee of the whole** or study session, for the purpose of receiving information and discussing matters pertaining to the School District. ~~through presentations, special projects, or other matters.~~

Any **committee of the whole** or study session that is not a part of a regular or special meeting must be posted in accordance with the provisions of law. No official action may be taken at a **committee of the whole** or study session; minutes will be kept and made available upon request.

#### **BYLAWS OF THE BOARD BOARD OPERATIONS GENERAL ORDER OF BUSINESS AT REGULAR MEETINGS PROCEDURES DURING MEETINGS**

**BCB  
MARCH 20, 2017**

The order of business at regular meetings shall generally be as follows:

- Call to Order
- Roll Call
- Pledge of Allegiance
- Communications
- District Update from the Superintendent
- Audience Communications  
(limited to a total of 15 minutes, with remainder following Personnel Matters)
- Consent Agenda
- Approval of Minutes of Previous Meeting(s)
- Instructional Matters
- Business Matters
- Personnel Matters
- Remainder of Audience Communications
- Hearing from Board Members
- Adjournment

**BYLAWS OF THE BOARD  
BOARD OPERATIONS  
PREPARATION OF AGENDA**

**BCBC  
SEPTEMBER 16, 2013  
Reviewed 11/2013**

The superintendent and Board president shall cooperatively determine the items of business to be included in the agenda of all Board of Education meetings. Any two members of the Board may request an item to be included on the agenda by notifying the Superintendent and Board president seven days prior to a meeting.

Agendas shall be **provided** ~~forwarded or mailed~~ to the members of the Board ~~and other regular interested parties, including the media,~~ no later than the Friday preceding the meeting. **The agenda shall be available on the District website prior to the meeting.** The superintendent and staff shall compile appropriate documents and information to assist Board members in the meeting preparations. These materials shall be included with their agendas. The Board will make reasonable efforts to examine the pertinent information before deciding upon any issue.

The Board may place routine items on a consent agenda for a regular Board meeting, upon unanimous approval by Board members present at a committee meeting. Any member of the Board can remove items from the consent agenda prior to voting.

These policies will be brought to the Board at the next regular meeting, for a second reading and possible approval.

**Second  
Reading of  
Board Policies:**

**GBC –  
Selection and  
Recruitment**

**GBF – Teacher  
Placement**

**GBG – Staff  
Reductions and  
Recalls**

**GBIA – Teacher  
Evaluations**

It was moved by Mrs. Bradford and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language for:

- GBC Selection and Recruitment
- GBF Teacher Placement
- GBG Staff Reductions and Recalls
- GBIA Teacher Evaluations

**BOARD POLICY  
PROFESSIONAL PERSONNEL  
SELECTION AND RECRUITMENT**

**GBC  
MAY 17, 2021**

The Board of Education desires candidates who have outstanding personal/professional qualities and will perform at the very highest level for our students.

Teachers and other professional staff must be qualified for full state approval in the area of their specialty. Only teachers who have a valid teaching certificate or authorization will be considered for positions in the Livonia Public Schools School District.

All teaching candidates and other professional staff recommended to the Board of Education for positions with the school district will have been personally interviewed. The superintendent or designee is authorized to make a commitment for the school district subject to the approval of the Board of Education after a complete review of the qualifications and other pertinent data.

**BOARD POLICY  
PERSONNEL  
TEACHER PLACEMENT**

**GBF  
MAY 17, 2021**

The Board of Education acknowledges that having teachers assigned in their area of

certification and endorsement is highly valued. All elementary, secondary, and special education teachers must be certified or authorized to teach the grade levels and subject areas to which they are assigned. The decisions regarding teacher placement will be at the sole discretion of the Superintendent or his/her designee.

**BOARD POLICY**

**GBG**

**PERSONNEL**

**MAY 17, 2021**

**STAFF REDUCTIONS AND RECALLS**

All personnel decisions shall be based on retaining effective teachers in situations involving a staffing/program reduction or any other personnel decision resulting in the elimination of a position. This policy shall also apply when recalling or hiring to fill a previous staffing/program reduction or any other personnel decision that resulted in the elimination of a position.

**BOARD POLICY**

**GBIA**

**PERSONNEL**

**MAY 17, 2021**

**TEACHER EVALUATIONS**

The Board of Education delegates to the Superintendent, or his/her designee, the function of adopting and implementing an evaluation tool for teachers that is consistent with the requirements of the law.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Wayne RESA Board Election Designation of Representative to Cast a Vote and Selection of Candidate for Whom the Vote Will Be Cast**

It was moved by Mrs. Jarvis and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District adopt a resolution to designate Board Member Dan Centers as an electoral representative and Board Member Liz Jarvis as an alternate electoral representative for the June 7, 2021 Wayne RESA Board of Education election and select James Petrie as the candidate for whom the vote should be cast.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Approval of Board Member to Participate in MASB Virtual Conference**

It was moved by Mr. Centers and supported by Mrs. Bradford that the Board of Education of the Livonia Public Schools School District approve Board Trustee Madeline Acosta's participation in the 2021 Communications & Marketing Virtual Conference on May 19 and 20, 2021, for a total cost of \$180.00.

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Adjournment**

President Burton adjourned the meeting at 8:11 p.m.

**Off/Supt/jw**

**MINUTES  
BOARD OF EDUCATION  
Livonia Public Schools  
Special Meeting  
May 24, 2021**

President Burton convened the special meeting at 6:00 p.m. in the Board Room.

**Members Present:** Madeline Acosta, Tammy Bonifield, Karen Bradford, Colleen Burton, Dan Centers, Liz Jarvis, Mark Johnson

**Members Absent:** None

**Audience Communications** None

**Appointment of Director of Human Resources** It was moved by Mrs. Jarvis and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District recess to closed session to: **Consider Written Legal Opinion from Counsel.**

Ayes: Acosta, Bonifield, Bradford, Burton, Centers, Jarvis, Johnson  
Nays: None

**Adjournment** President Burton adjourned the meeting at 7:19 p.m.

**Off/Supt/jw**

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:** Elementary Principal Appointment

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Sherri Mazzone as principal of Grant Elementary School beginning July 1, 2021.

**RATIONALE:**

The person named above has been interviewed, along with other applicants, for the vacancy that existed in our administration. We believe this individual is the most qualified for the position and recommend the Board's approval.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Anthony Abbate, Director of Personnel & District Services  
Jennifer Keatts, Director of Human Resources

**EXHIBIT:**

None

ljn  
ElemPrin.cap

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:** Upper Elementary Principal Appointment

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Tom Traub as principal of Johnson Upper Elementary School beginning July 1, 2021.

**RATIONALE:**

The person named above has been interviewed, along with other applicants, for the vacancy that existed in our administration. We believe this individual is the most qualified for the position and recommend the Board's approval.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Anthony Abbate, Director of Personnel & District Services  
Jennifer Keatts, Director of Human Resources

**EXHIBIT:**

None

ljn  
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**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:                    Granting of Tenure Status to a Specific Teacher**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and acknowledge that tenure status will be granted to the following teacher, effective on the respective date:

<u>Name</u>	<u>Date</u>
Ericka Crawford	June 17, 2021

**RATIONALE :**

This teacher has successfully completed the District's requirements for a probationary teacher including years of service, evaluations, and overall performance, as well as student growth. We have carefully reviewed all the supporting documents and, based upon our review as well as the recommendation of the building principal, this individual will achieve tenure status with the Livonia Public Schools.

**RESOURCE PERSONNEL:**

Anthony Abbate, Director of Personnel & District Services  
Jennifer Keatts, Director of Human Resources

**EXHIBIT:**

None

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:** Resignations

**RECOMMENDATION:**

As authorized in the Board of Education motion of June 15, 2020, the following resignations have been accepted by the superintendent:

<u>Name</u>	<u>Date Effective</u>
Brittany Brown	June 21, 2021
Josephine Luna	June 21, 2021
Sianed Miller	June 30, 2021
Danielle Richards	June 21, 2021

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Anthony Abbate, Director of Personnel & District Services  
Jennifer Keatts, Director of Human Resources

**EXHIBIT:**

None

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC: Resolutions of Appreciation for Employees Who Are Retiring**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District adopt the attached resolutions of appreciation for the services rendered by:

Yvonne Bouchard  
Jeanette Chiodo  
Mary Collins  
Lynn Crosby  
Julianne Foley  
Mark Grenier  
Julie Juenemann  
Deborah Mato  
Ann Owen  
Lori Porter  
Lisa Teets  
Nancy Vreeland  
Patrick Vreeland  
Jane Yee

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Anthony Abbate, Director of Personnel & District Services  
Jennifer Keatts, Director of Human Resources

**EXHIBIT:**

Attached resolutions

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**RESOLUTIONS**

**Yvonne Bouchard**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Yvonne Bouchard will retire from the district on June 25, 2021; and,

**WHEREAS**, Yvonne Bouchard has devoted 20 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary at Jackson Early Childhood Center; and,

**WHEREAS**, She has given conscientious, careful, and loyal service to the students, staff, and community during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby express its deep appreciation to Yvonne Bouchard for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

**Jeanette Chiodo**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Jeanette Chiodo will retire from the district on June 29, 2021; and,

**WHEREAS**, Jeanette Chiodo has devoted 21 years of dedicated, loyal, and outstanding service to the students of Buchanan Elementary and Riley Upper Elementary as a teacher; and,

**WHEREAS**, She has made many contributions to the educational profession and has touched the lives of countless students during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby congratulate Jeanette Chiodo on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

**Mary Collins**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Mary Collins will retire from the district on June 21, 2021; and,

**WHEREAS**, Mary Collins has devoted 23.4 years of dedicated, loyal, and outstanding service to the students of Cleveland Elementary as a teacher; and,

**WHEREAS**, She has made many contributions to the educational profession and has touched the lives of countless students during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby congratulate Mary Collins on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

**Lynn Crosby**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Lynn Crosby will retire from the district on June 18, 2021; and,

**WHEREAS**, Lynn Crosby has devoted 14 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a clerk and secretary at Grant Elementary, Coolidge Elementary, Stevenson High School and in the Community Education Department; and,

**WHEREAS**, She has given conscientious, careful, and loyal service to the students, staff, and community during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby express its deep appreciation to Lynn Crosby for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

**Julianne Foley**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Julianne Foley will retire from the district on June 30, 2021; and,

**WHEREAS**, Julianne Foley has devoted 19 years of dedicated, loyal, and outstanding service to the students of Franklin High School and Stevenson High School as a teacher; and,

**WHEREAS**, She has made many contributions to the educational profession and has touched the lives of countless students during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby congratulate Julianne Foley on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

**Mark Grenier**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Mark Grenier will retire from the district on June 21, 2021; and,

**WHEREAS**, Mark Grenier has devoted 24 years of dedicated, loyal, and outstanding service to the students at the Ford Skill Center and Churchill High School as a teacher; and,

**WHEREAS**, He has made many contributions to the educational profession and has touched the lives of countless students during his tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby congratulate Mark Grenier on his years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for his retirement.

**Julie Juenemann**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Julie Juenemann retired from the district on May 28, 2021; and,

**WHEREAS**, Julie Juenemann has devoted 32 years of dedicated, loyal, and outstanding service to the students serviced by the student services department, Marshall Elementary, Randolph Elementary, Hull Elementary, Adams Elementary, Hayes Elementary, Franklin High School, Buchanan Elementary, Kennedy Elementary and Cooper Upper Elementary as a school psychologist, student assistance and family education specialist and elementary student assistance provider; and,

**WHEREAS**, She has made many contributions to the educational profession and has touched the lives of countless students during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby congratulate Julie Juenemann on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

**Deborah Mato**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Deborah Mato will retire from the district on June 21, 2021; and,

**WHEREAS**, Deborah Mato has devoted 28 years of dedicated, loyal, and outstanding service to the students of Churchill High School, Cleveland Elementary, Johnson Elementary, Hayes Elementary and Stevenson High School as a teacher and teacher consultant; and,

**WHEREAS**, She has made many contributions to the educational profession and has touched the lives of countless students during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby congratulate Deborah Mato on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

**Ann Owen**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Ann Owen will retire from the district on June 28, 2021; and,

**WHEREAS**, Ann Owen has devoted 32 years of dedicated, loyal, and outstanding service to the students of Riley Elementary, Holmes Middle School and Emerson Middle School as a teacher, assistant principal and principal; and,

**WHEREAS**, She has made many contributions to the educational profession and has touched the lives of countless students during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby congratulate Ann Owen on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

**Lori Porter**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Lori Porter will retire from the district on June 25, 2021; and,

**WHEREAS**, Lori Porter has devoted 20 years of dedicated, loyal, and outstanding service to the students of Churchill High School, Frost Middle School, Emerson Middle School, Hoover Elementary, Kennedy Elementary and Cleveland Elementary as a teacher; and,

**WHEREAS**, She has made many contributions to the educational profession and has touched the lives of countless students during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby congratulate Lori Porter on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

**Lisa Teets**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Lisa Teets will retire from the district on June 21, 2021; and,

**WHEREAS**, Lisa Teets has devoted 28 years of dedicated, loyal, and outstanding service to the students of Churchill High School as a teacher; and,

**WHEREAS**, She has made many contributions to the educational profession and has touched the lives of countless students during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby congratulate Lisa Teets on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

**Nancy Vreeland**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Nancy Vreeland will retire from the district on June 30, 2021; and,

**WHEREAS**, Nancy Vreeland has devoted 23 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary at Stevenson High School and Livonia Career Technical Center; and,

**WHEREAS**, She has given conscientious, careful, and loyal service to the students, staff, and community during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby express its deep appreciation to Nancy Vreeland for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

**Patrick Vreeland**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Patrick Vreeland will retire from the district on June 30, 2021; and,

**WHEREAS**, Patrick Vreeland has devoted 14 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a vocational paraprofessional at Livonia Career Technical Center; and,

**WHEREAS**, He has given conscientious, careful, and loyal service to the students, staff, and community during his tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby express its deep appreciation to Patrick Vreeland for his countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

**Jane Yee**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Jane Yee will retire from the district on June 30, 2021; and,

**WHEREAS**, Jane Yee has devoted 34.4 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary in the Operations Department and in the Secondary Programs Department; and,

**WHEREAS**, She has given conscientious, careful, and loyal service to the students, staff, and community during her tenure with the Livonia Public Schools;

**NOW, THEREFORE, BE IT RESOLVED** That the Board of Education does hereby express its deep appreciation to Jane Yee for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC: Notification of Discontinuance of Teaching Contracts**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent that the teachers, as listed, be laid off for the school year 2021-22 and that their teaching contracts not be renewed at the end of the 2020-21 school year. It is further resolved that the records show that the reasons for this action are a result of the budget process, the district's financial situation, enrollment changes, teachers returning from leave and program changes. Be it further resolved that the Board of Education direct the Board Secretary to send a letter to each of the individuals listed officially notifying them that their teaching contracts will not be renewed at the end of the 2020-21 school year and that they will be laid off as teachers in the Livonia Public Schools School District.

**RATIONALE:**

Rationale is stated above.

**RESOURCE PERSONNEL:**

Anthony Abbate, Director of Personnel & District Services  
Jennifer Keatts, Director of Human Resources

**EXHIBIT:**

Specific staff reduction information and layoff list will be provided at the Board meeting.

ljn  
Layoff.cap









## 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 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. 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 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 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.

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: \_\_\_\_\_

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  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC: Approval of Architectural & Engineering Firm – 2021 Bond**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation of the Owner’s Representative, Plante Moran CRESA, to award the contract for architectural and engineering design work for Project 1 – “Renovations to Existing Facilities and Air Conditioning Upgrades” to French Associates, Inc., Rochester, Michigan in the amount of \$4,484,980.00 and for Project 2 – “Additions and Renovations to the Robotics Program and Early Childhood Center” to TMP Architecture, Inc., Bloomfield Hills, Michigan, in the amount of \$1,246,500.00 and authorize the Superintendent or her designee to negotiate and execute final contract.

**RATIONALE:**

Architectural and engineering services will be an important component to the success of the 2021 bond initiative’s future projects. These firms have been vetted by the Bond Team through the bid process’s proposal reviews and face-to-face interviews using a rubric scoring method.

**BUDGETARY INFORMATION:**

The source of funds for this purchase will be the 2021 Bond Fund.

**RESOURCE PERSONNEL:**

Phillip Francis, Director of Operations

**EXHIBITS:**

None

PF/ko



**LIVONIA PUBLIC SCHOOLS  
AWARD RECOMMENDATIONS  
JUNE 07, 2021**

**Table of Contents**

- A. 2021 Bond Program – Architectural/Engineering (A/E) Design Services**
1. Plante Moran Cresa Award Recommendation Letter – Project #1
  2. Plante Moran Cresa Award Recommendation Letter – Project #2
  3. A/E Proposal Summary
  4. Criteria Based Selection Scoring Summary

June 7, 2021

Mr. Phillip Francis  
Director of Operations  
Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

RE: 2021 Bond Program  
Architectural/Engineering Design Services Recommendation  
Project #1 – Renovations to Existing Facilities and Air Conditioning Upgrades

Dear Mr. Francis:

This letter transmits an update from Plante Moran Cresa (PMC) as it relates to the assignment to assist and advise Livonia Public Schools (LPS) in its selection of professional architectural/engineering (A/E) design firms for a portion of the 2021 Bond Program. This update represents the mutual efforts of PMC, LPS administration and staff, and district legal counsel (the Project Team) to present a framework in order to identify, evaluate, and recommend a firm for Project #1 – Renovations to Existing Facilities and Air Conditioning Upgrades.

#### **SELECTION PROCESS**

On May 11, 2021, RFP documents were formally issued to five (5) selected firms previously reviewed by the LPS Board of Education. A pre-proposal meeting was held on May 13, 2021, with all invited firms in attendance. Proposals were received from all invited firms on May 26, 2021, and over the ensuing days were reviewed by the Project Team.

The Project Team utilized a criteria-based selection (CBS) process to evaluate each A/E design firm's RFP responses. The CBS process used pre-established and weighted criteria to evaluate the proposals to objectively shortlist two (2) A/E design firms for interviews. Criteria such as relevant experience, proposed staff and team experience, firm approach to the project, and proposed fee were evaluated.

The Project Team conducted interviews with these two (2) firms on June 2, 2021, and a follow-up meeting with French Associates, Inc., on June 3, 2021. Upon completion of the interviews and after subsequent discussion, the Project Team completed the CBS scoring process.

**RECOMMENDATION**

The Project Team recommends awarding the A/E design services contract for Project #1 – Renovations to Existing Facilities and Air Conditioning Upgrades for the 2021 Bond Program to **French Associates, Inc.**, pending final review of terms by district legal counsel. The recommendation doesn't include Alternate #1 – Furniture Consultant Services nor Alternate #2 – Increased Professional Liability Insurance Policy Limits. Both items will be reviewed by the Project Team at a later date.

The total contract award recommendation is \$4,484,980.00 and is further defined as follows:

\$4,418,700.00	Fixed Lump-Sum Fee (approximately 5.0%)
\$66,280.00	Not-to-Exceed Reimbursables
<hr/>	<hr/>
\$4,484,980.00	Total Contract Award Recommendation

The A/E fee will be a fixed lump-sum amount based upon the scope, budget, and timeline established in the RFP. The reimbursables are a not-to-exceed amount and will be billed as incurred.

If you have any questions regarding the above information, please feel free to contact me at 248-675-9812 or [brian.weber@plantemor.com](mailto:brian.weber@plantemor.com). The Project Team is also available at the Board's convenience to answer any questions.

Sincerely,  
PLANTE MORAN CRESA



Brian Weber  
Owner Representative



Paul Theriault  
Owner Representative

CC: Dana Abrahams, Clark Hill  
Attachments: A/E Proposal Summary  
CBS Scoring Summary

June 7, 2021

Mr. Phillip Francis  
Director of Operations  
Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

RE: 2021 Bond Program  
Architectural/Engineering Design Services Recommendation  
Project #2 – Additions & Renovations to the Robotics Programs and Early Childhood Center

Dear Mr. Francis:

This letter transmits an update from Plante Moran Cresa (PMC) as it relates to the assignment to assist and advise Livonia Public Schools (LPS) in its selection of professional architectural/engineering (A/E) design firms for a portion of the 2021 Bond Program. This update represents the mutual efforts of PMC, LPS administration and staff, and district legal counsel (the Project Team) to present a framework in order to identify, evaluate, and recommend a firm for Project #2 – Additions & Renovations to the Robotics Programs and Early Childhood Center.

#### **SELECTION PROCESS**

On May 11, 2021, RFP documents were formally issued to five (5) selected firms previously reviewed by the LPS Board of Education. A pre-proposal meeting was held on May 13, 2021, with all invited firms in attendance. Proposals were received from all invited firms on May 26, 2021, and over the ensuing days were reviewed by the Project Team.

The Project Team utilized a criteria-based selection (CBS) process to evaluate each A/E design firm's RFP responses. The CBS process used pre-established and weighted criteria to evaluate the proposals to objectively shortlist three (3) A/E design firms for interviews. Criteria such as relevant experience, proposed staff and team experience, firm approach to the project, and proposed fee were evaluated.

The Project Team conducted interviews with these three (3) firms on June 2, 2021. Upon completion of the interviews and after subsequent discussion, the Project Team completed the CBS scoring process.

**RECOMMENDATION**

The Project Team recommends awarding the A/E design services contract for Project #2 – Additions & Renovations to the Robotics Programs and Early Childhood Center for the 2021 Bond Program to **TMP Architecture, Inc.**, pending final review of terms by district legal counsel. The recommendation doesn't include Alternate #1 – Furniture Consultant Services nor Alternate #2 – Increased Professional Liability Insurance Policy Limits. Both items will be reviewed by the Project Team at a later date.

The total contract award recommendation is \$1,246,500.00 and is further defined as follows:

\$1,180,000.00	Fixed Lump-Sum Fee (approximately 6.5%)
\$66,500.00	Not-to-Exceed Reimbursables
<hr/>	<hr/>
\$1,246,500.00	Total Contract Award Recommendation

The A/E fee will be a fixed lump-sum amount based upon the scope, budget, and timeline established in the RFP. The reimbursables are a not-to-exceed amount and will be billed as incurred.

If you have any questions regarding the above information, please feel free to contact me at 248-675-9812 or [brian.weber@plantemoran.com](mailto:brian.weber@plantemoran.com). The Project Team is also available at the Board's convenience to answer any questions.

Sincerely,  
PLANTE MORAN CRESA



Brian Weber  
Owner Representative



Paul Theriault  
Owner Representative

CC: Dana Abrahams, Clark Hill  
Attachments: A/E Proposal Summary  
CBS Scoring Summary



**LIVONIA PUBLIC SCHOOLS**  
**CRITERIA BASED SELECTION SUMMARY**  
 May 27, 2021

PROJECT #1: \$88,500,000				
		Score 5 = BEST 0 = WORST		
ARCHITECT/ ENGINEER FIRM	SELECTION CRITERIA	PROPOSED		WEIGHTED SCORE
		POINTS	WEIGHT FACTOR	
French	Relevant Experience	4	0.30	1.20
	Proposed Team / Staff Experience	4.5	0.30	1.35
	Project Approach	3	0.10	0.30
	Proposed Fees & Costs	5	0.30	1.50
	<b>Proposal Score</b>		<b>1.00</b>	<b>4.35</b>
Invited to Interview	<b>Proposal Score</b>	4.35	60.00	261.00
	<b>Interview Score</b>	5.00	40.00	200.00
	<b>Final Score</b>			<b>461.00</b>
GMB	Relevant Experience		0.30	0.00
	Proposed Team / Staff Experience		0.30	0.00
	Project Approach		0.10	0.00
	Proposed Fees & Costs		0.30	0.00
	<b>Proposal Score</b>		<b>1.00</b>	<b>0.00</b>
Did not Propose	<b>Proposal Score</b>	0.00	60.00	0.00
	<b>Interview Score</b>	0.00	40.00	0.00
	<b>Final Score</b>			<b>0.00</b>
IDS	Relevant Experience	4	0.30	1.20
	Proposed Team / Staff Experience	3	0.30	0.90
	Project Approach	5	0.10	0.50
	Proposed Fees & Costs	2	0.30	0.60
	<b>Proposal Score</b>		<b>1.00</b>	<b>3.20</b>
Invited to Interview	<b>Proposal Score</b>	3.20	60.00	192.00
	<b>Interview Score</b>	0.00	40.00	0.00
	<b>Final Score</b>			<b>192.00</b>
TMP	Relevant Experience	4	0.30	1.20
	Proposed Team / Staff Experience	4	0.30	1.20
	Project Approach	5	0.10	0.50
	Proposed Fees & Costs	2	0.30	0.60
	<b>Proposal Score</b>		<b>1.00</b>	<b>3.50</b>
Invited to Interview	<b>Proposal Score</b>	3.50	60.00	210.00
	<b>Interview Score</b>	5.00	40.00	200.00
	<b>Final Score</b>			<b>410.00</b>
Wakely	Relevant Experience	3	0.30	0.90
	Proposed Team / Staff Experience	4	0.30	1.20
	Project Approach	1	0.10	0.10
	Proposed Fees & Costs (5.33%)	4	0.30	1.20
	<b>Proposal Score</b>		<b>1.00</b>	<b>3.40</b>
Invited to Interview	<b>Proposal Score</b>	3.40	60.00	204.00
	<b>Interview Score</b>	0.00	40.00	0.00
	<b>Final Score</b>			<b>204.00</b>

PROJECT #2: \$18,300,000				
		Score 5 = BEST 0 = WORST		
ARCHITECT/ ENGINEER FIRM	SELECTION CRITERIA	PROPOSED		WEIGHTED SCORE
		POINTS	WEIGHT FACTOR	
French	Relevant Experience	4	0.30	1.20
	Proposed Team / Staff Experience	4	0.30	1.20
	Project Approach	3	0.10	0.30
	Proposed Fees & Costs	5	0.30	1.50
	<b>Proposal Score</b>		<b>1.00</b>	<b>4.20</b>
Invited to Interview	<b>Proposal Score</b>	4.20	60.00	252.00
	<b>Interview Score</b>	3.00	40.00	120.00
	<b>Final Score</b>			<b>372.00</b>
GMB	Relevant Experience	4	0.30	1.20
	Proposed Team / Staff Experience	4	0.30	1.20
	Project Approach	5	0.10	0.50
	Proposed Fees & Costs	4	0.30	1.20
	<b>Proposal Score</b>		<b>1.00</b>	<b>4.10</b>
Invited to Interview	<b>Proposal Score</b>	4.10	60.00	246.00
	<b>Interview Score</b>	3.00	40.00	120.00
	<b>Final Score</b>			<b>366.00</b>
IDS	Relevant Experience	4	0.30	1.20
	Proposed Team / Staff Experience	4	0.30	1.20
	Project Approach	5	0.10	0.50
	Proposed Fees & Costs	1	0.30	0.30
	<b>Proposal Score</b>		<b>1.00</b>	<b>3.20</b>
Invited to Interview	<b>Proposal Score</b>	3.20	60.00	192.00
	<b>Interview Score</b>	0.00	40.00	0.00
	<b>Final Score</b>			<b>192.00</b>
TMP	Relevant Experience	4	0.30	1.20
	Proposed Team / Staff Experience	4	0.30	1.20
	Project Approach	5	0.10	0.50
	Proposed Fees & Costs	2	0.30	0.60
	<b>Proposal Score</b>		<b>1.00</b>	<b>3.50</b>
Invited to Interview	<b>Proposal Score</b>	3.50	60.00	210.00
	<b>Interview Score</b>	5.00	40.00	200.00
	<b>Final Score</b>			<b>410.00</b>
Wakely	Relevant Experience	1	0.30	0.30
	Proposed Team / Staff Experience	4	0.30	1.20
	Project Approach	1	0.10	0.10
	Proposed Fees & Costs (4.85%)	5	0.30	1.50
	<b>Proposal Score</b>		<b>1.00</b>	<b>3.10</b>
Invited to Interview	<b>Proposal Score</b>	3.10	60.00	186.00
	<b>Interview Score</b>	0.00	40.00	0.00
	<b>Final Score</b>			<b>186.00</b>



LIVONIA PUBLIC SCHOOLS  
 ARCHITECTURAL/ENGINEERING DESIGN SERVICES  
 2021 BOND PROGRAM  
 REQUEST FOR PROPOSALS SUMMARY

Category	French Associates	GMB	Integrated Design Solutions (IDS)	TMP	Wakely	AVERAGES	
<b>General Information</b>							
Local Office	Rochester, MI	Royal Oak, MI	Troy, MI	Bloomfield Hills, MI	Warren, MI		
Headquarters	Rochester, MI	Holland, MI	Troy, MI	Bloomfield Hills, MI	Warren, MI		
Contact	Paul Corneliusen / Dale Jerome	Jeff Hoag	Charles Lewis	Gail Allevato	Brian Smilnak		
Notable Clients	West Bloomfield School District Grosse Pointe Public Schools Rochester Community Schools Clarenceville School District	Woodhaven-Brownstown Schools Grand Rapids Public Schools Birmingham Public Schools Ferndale Public Schools	South Lyon Community Schools Van Buren Public Schools Birmingham Public Schools University of Michigan	Novi Community School District Troy School District Farmington Public Schools Northville Public Schools	Farmington Public Schools Warren Consolidated Schools Chippewa Valley Schools Warren Woods Public Schools		
Acknowledge Addenda #01	Yes	Yes	Yes	Yes	Yes		
Acknowledge Addenda #02	Yes	Yes	Yes	Yes	Yes		
Agree to Contract Terms	Yes	Minor Issues	Minor Issues	Yes	Yes		
Familial Disclosure, Iran Sanctions, Equal Opportunity and Criminal Background Affidavits	Yes	Yes	Yes	Yes	Yes		
<b>Proposed Fee Information</b>							
Lump Sum Fee for Project #1 (Upgrades to Existing Facilities)	\$ 4,418,700	NA	\$ 5,740,000.00	\$ 5,745,000.00	\$ 4,719,000.00		\$ 5,155,675.00
Lump Sum Fee for Project #2 (Robotics and Early Childhood Center)	\$ 831,725	\$ 985,150.00	\$ 1,280,000.00	\$ 1,180,000.00	\$ 888,250.00		\$ 1,033,025.00
<b>Reimbursables</b>							
N.T.E. Allowance - Project #1	\$ 66,280	NA	\$ 66,000.00	\$ 99,500.00	\$ 686,400.00		\$ 229,545.00
N.T.E. Allowance - Project #2	\$ 12,475	\$ 65,000.00	\$ 23,000.00	\$ 66,500.00	\$ 129,200.00	\$ 59,235.00	
<b>Total Proposed Fee including Reimbursables - Project #1</b>	<b>\$ 4,484,980</b>	<b>NA</b>	<b>\$ 5,806,000.00</b>	<b>\$ 5,844,500.00</b>	<b>\$ 5,405,400.00</b>	<b>\$ 5,385,220.00</b>	
<b>Total Proposed Fee including Reimbursables - Project #2</b>	<b>\$ 844,200</b>	<b>\$ 1,050,150.00</b>	<b>\$ 1,303,000.00</b>	<b>\$ 1,246,500.00</b>	<b>\$ 1,017,450.00</b>	<b>\$ 1,092,260.00</b>	
Change in Scope Fee %	5.15%	6.10%	6.75%	6.50%	0.00%	4.90%	
Historical Errors & Omissions	1.50%	0.75%	2.00%	1.80%	2.50%	1.71%	
Subconsultants Mark-up %	20%	0%	10%	10%	2%	8.40%	
<b>Fee Percentage</b>							
Base Bid AE Fee Percentage of Budget - Project #1	4.99%	NA	6.49%	6.49%	5.33%	5.83%	
AE Fee Percentage of Budget w/ Reimbursables - Project #1	5.07%	NA	6.56%	6.60%	6.11%	6.08%	
Base Bid AE Fee Percentage of Budget - Project #2	4.54%	5.38%	6.99%	6.45%	4.85%	5.64%	
AE Fee Percentage of Budget w/ Reimbursables - Project #2	4.61%	5.74%	7.12%	6.81%	5.56%	5.97%	
<b>Team</b>							
Mechanical/Electrical Engineering - Project #1	United Building Systems Eng.	N/A	IDS	Peter Basso	United Building Systems Eng.		
Mechanical/Electrical Engineering - Project #2	Strategic Engineering Solutions	GMB	IDS	Peter Basso	United Building Systems Eng.		
Structural Engineering	Shymanski	GMB	SDI	Kibbe	Anderson Eckstein & Westrick		
Civil Engineering	Spalding DeDecker	GMB	Spalding DeDecker	Spalding DeDecker	Spalding DeDecker		
Interior Design	French Associates	GMB	IDS	TMP	Interior Image, Inc.		
Food Service Consultant	Cii Foodservice Design	TBD	E.F. Whitney Design	TBD	E.F. Whitney Design		
Pool Consultant	TBD	N/A	Counsilmun Hunsaker	Counsilmun Hunsaker	Aquatic Source		
Landscaping	Spalding DeDecker	GMB	Spalding DeDecker	Spalding DeDecker	Spalding DeDecker		
<b>Insurance Information</b>							
General Liability Limit (Occurrence/Aggregate)	\$1M/\$2M	\$1M/\$2M	\$1M/\$2M	\$1M/\$2M	\$1M/\$2M		
Automobile Liability Limit	\$2M	\$2M	\$2M	\$2M	\$2M		
Umbrella Liability Limit	\$5M	\$5M	\$5M	\$5M	\$5M		
Professional Liability Limits	\$3M/\$5M	\$5M/\$5M	\$2M/\$4M	\$2M/\$4M	\$2M/\$4M		
<b>Alternates</b>							
Alt #1: Provide Furniture Consulting Services	5.15%	6.50%	6.75%	4.75%	TBD		
Alt #1: Increase Professional Liability Limits to \$5M/\$5M	\$5,000/Year	\$0.00	\$0.00	\$8,500/Year	TBD		
<b>Notes</b>							
			An opportunity was provided to IDS to clarify their fee based on the accurate Cost of the Work values. The revised values were used in the team's analysis.	1. Savings of \$125K offered if awarded both projects. 2. Savings offered (undefined) if a previously designed ECC is adapted.			

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:                   Approval to Purchase Maintenance Plow Truck Vehicles**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of three model year 2021 Ford pick-up trucks with plow and tow packages from Gorno Ford, Woodhaven, Michigan, for a total cost of \$125,298.00.

**RATIONALE:**

This purchase is to replace current 2015 vehicles in the District's fleet. The District will move the 2015 plow trucks to the three high schools to replace their 2009 plow trucks, which will be traded in.

Gorno Ford's pricing is via the MI-DEAL Extended Purchasing Program, which is a state bidding consortium and fulfills the District's requirement for bidding.

**BUDGETARY INFORMATION:**

The source of funds for this purchase will be the General Fund.

**RESOURCE PERSONNEL:**

Phillip Francis, Director of Operations

**EXHIBITS:**

Attached

PF/ko

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](mailto:hlau@livoniapublicschools.org)

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

RE: **MiDEAL 4WDL-0078 - (3) 2021MY 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  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:            Approval of Resolution to Ratify the Sale of Bonds**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve the resolution to ratify the sale of the 2021 voter approved bonds.

**RATIONALE:**

Approval will ratify the sale of bonds, and ratifies and affirms the Superintendent's acceptance of the offer from JPMorgan for the purchase of the bond issues.

**BUDGETARY INFORMATION:**

None.

**RESOURCE PERSONNEL:**

Alison Smith, Director of Finance

**EXHIBITS:**

Attached.  
kp

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

A regular meeting of the board of education of the Issuer (the "Board") was held:

in the Riley Upper Elementary School, 15555 Henry Ruff Rd., within the boundaries of the Issuer, Livonia, Michigan 48154

electronically through \_\_\_\_\_ with identification number \_\_\_\_\_

on the 14th day of June, 2021, at 7 o'clock in the   .m. (the "Meeting")

The Meeting was called to order by Colleen Burton, \_\_\_\_\_, President.

Present: Members

Absent: Members

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

**WHEREAS:**

1. By resolution adopted on May 17, 2021 (the "Bond Resolution"), the Issuer authorized the issuance of not to exceed Seventy-Eight Million Dollars (\$78,000,000) 2021 School Building and Site Bonds, Series I (the "Bonds"); and

2. In the Bond Resolution, the Board authorized the sale of the Bonds and delegated authority to the Superintendent of Schools and/or the Director of Finance (each an "Authorized Officer") to accept the offer of J.P. Morgan Securities LLC to purchase the Bonds subject to parameters established in the Bond Resolution; and

3. Based upon information provided by the Issuer's financial consulting firm, an Authorized Officer accepted an offer from J.P. Morgan Securities LLC, and the other underwriters listed in the bond purchase agreement (the "Underwriters") to purchase the Bonds, and the Board desires to ratify and affirm the acceptance of the offer.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Authorized Officer's acceptance of the offer as set forth in the bond purchase agreement dated June 14, 2021 (the "Bond Purchase Agreement"), and the terms and conditions set forth therein, presented to the Authorized Officer to purchase the Bonds at a purchase price of \$ \_\_\_\_\_, which is the par value of the Bonds plus an original issue premium of \$ \_\_\_\_\_, less the Underwriters' discount of \$ \_\_\_\_\_, is hereby ratified and affirmed. The Bonds shall be issued in the aggregate principal sum of \$ \_\_\_\_\_ and designated 2021 School Building and Site Bonds, Series I (General Obligation - Unlimited Tax).

2. The Bonds shall be dated June 30, 2021, and shall mature on May 1 of the years \_\_\_\_\_, on which interest is payable commencing November 1, 2021 and semi-annually thereafter on May 1 and November 1, at the rates and in the principal amounts set forth in Exhibit A and shall be subject to optional and mandatory redemption as set forth herein. The

Underwriters have agreed in the Bond Purchase Agreement that they shall initially offer the Bonds to the public at the yields set forth in Exhibit A hereto.

3. The Bonds or portions of Bonds in multiples of \$5,000, maturing on or after May 1, \_\_\_\_\_, shall be subject to redemption prior to maturity, at the option of the Issuer in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after May 1, \_\_\_\_\_, at par plus accrued interest to the redemption date.

4. The Bonds due \_\_\_\_\_, are term bonds subject to mandatory redemption in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the redemption date, as set forth below.

<u>Redemption Date</u>	<u>Bonds due May 1, _____</u>	<u>Principal Amount</u>
May 1, _____		\$
May 1, _____		
May 1, _____		
May 1, _____ (maturity)		

When term bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

5. Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the registered owner's or owners' registered address shown on the registration books kept by the Paying Agent (the "Paying Agent"). The Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the registered owner thereof.

If less than all of the Bonds of any maturity shall be called for redemption, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Any Bonds selected for redemption which are deemed to be paid in accordance with the provisions of the Bond Resolution and this resolution will cease to bear interest on the date fixed for redemption. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

6. Blank Bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

7. The Bonds shall be registered as to principal and interest and are transferable as provided in the Bond Resolution only upon the books of the Issuer kept for that purpose by the Paying Agent, by the registered owner thereof in person or by an agent of the owner duly authorized in writing, upon the surrender of the Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the registered owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

8. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of \$ \_\_\_\_\_ shall be used to pay the cost of issuance of the Bonds, and any balance remaining from that sum after paying the cost of issuance shall be deposited in the 2021 Capital Projects Fund.

B. The sum of \$ \_\_\_\_\_ shall be deposited to the 2021 Capital Projects Fund.

9. The Preliminary Official Statement, dated June 7, 2021, is deemed final for purposes of SEC Rule 15c2-12(b)(1), relating to the Bonds and its use and distribution by the Underwriters is hereby authorized, approved and confirmed.

10. An Authorized Officer is authorized and directed to execute and deliver the final Official Statement on behalf of the Issuer. An Authorized Officer is further authorized to approve, execute and deliver any amendments and supplements to the final Official Statement necessary to assure that the statements therein are true, as of the time the Bonds are delivered to the Underwriters, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading. An Authorized Officer is further authorized to execute a Certificate of Issuer to enable the Underwriters to comply with Rule 15c2-12 under the Securities and Exchange Act of 1934 in connection with the offering and sale of the Bonds. In the absence of an Authorized Officer, the President may execute the above documents.

11. The Issuer hereby ratifies and affirms the appointment of The Huntington National Bank, Grand Rapids, Michigan, as Paying Agent-Bond Registrar and directs an Authorized Officer to execute for and on behalf of the Issuer a Paying Agent-Bond Registrar Agreement.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

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Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Livonia Public Schools School District, Wayne County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

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Secretary, Board of Education

MFH/klg

## **EXHIBIT A**

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC: Adoption of 2020-21 Final Budget Amendments**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools adopt the attached amended budgets for the 2020-21 school year: General Fund, Funded Projects Fund, Special Education Fund, Debt Retirement Fund, Old Sinking Fund, 2020 Sinking Fund, Technology Fund, 2013 Bond Fund, Capital Projects Fund, Food Services Fund, Health and Welfare Fund, Scholarship Fund and School Activities Fund.

**RATIONALE:**

This action is in compliance with the Spirit of the Uniform Budgetary and Accounting Act – Public Act 621. The amendment was reviewed by the Finance Committee on June 7, 2021.

**BUDGETARY INFORMATION:**

This resolution will define the parameters for revenues and expenditures within which the district will continue to operate for the 2020-21 school year.

**RESOURCE PERSONNEL:**

Alison Smith, Director of Finance

**EXHIBITS:**

Attached.  
kp

# LIVONIA PUBLIC SCHOOLS



## 2020-21 Final Amended General Fund and District Budgets

June 2021

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

RESOLVED, that the general appropriation for Livonia Public Schools for revenues for the fiscal year 2020-21 General Fund be amended as follows:

	<b>2019-20 ACTUAL</b>	<b>2020-21 ADOPTED</b>	<b>2020-21 1ST AMENDED</b>	<b>2020-21 FINAL AMENDED</b>
<b>REVENUE</b>				
Local	\$ 36,132,958	\$ 36,555,269	\$ 35,727,789	\$ 34,511,841
State	115,011,561	105,721,059	116,303,246	114,774,933
Federal	30,099	1,037,107	5,917,402	33,596
Other Financing Sources	<u>7,150,188</u>	<u>8,759,205</u>	<u>5,980,205</u>	<u>5,853,841</u>
<b>Total Revenue</b>	<b>\$ 158,324,806</b>	<b>\$ 152,072,640</b>	<b>\$ 163,928,642</b>	<b>\$ 155,174,211</b>
 <b>FISCAL YEAR BEGINNING FUND BALANCE</b>	 <u>\$ 30,898,513</u>	 <u>\$ 26,042,416</u>	 <u>\$ 33,751,184</u>	 <u>\$ 33,751,184</u>
 <b>REVENUE PLUS BEGINNING FUND BALANCE (TOTAL AVAILABLE TO APPROPRIATE)</b>	 <b>\$ 189,223,319</b>	 <b>\$ 178,115,056</b>	 <b>\$ 197,679,826</b>	 <b>\$ 188,925,395</b>

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

RESOLVED, that the general appropriation for Livonia Public Schools for expenditures for the fiscal year 2020-21 General Fund be amended as follows:

	<b>2019-20 ACTUAL</b>	<b>2020-21 ADOPTED</b>	<b>2020-21 1ST AMENDED</b>	<b>2020-21 FINAL AMENDED</b>
<b>EXPENDITURES</b>				
<b>INSTRUCTION</b>				
Basic Programs	\$ 76,567,886	\$ 77,903,351	\$ 82,689,145	\$ 78,540,482
Added Needs	<u>18,302,099</u>	<u>18,771,246</u>	<u>19,056,681</u>	<u>16,081,395</u>
<b>Total Instruction</b>	<b>\$ 94,869,985</b>	<b>\$ 96,674,597</b>	<b>\$ 101,745,826</b>	<b>\$ 94,621,877</b>
<b>SUPPORTING SERVICES</b>				
Pupil Support	\$ 8,605,737	\$ 8,674,224	\$ 9,134,756	\$ 8,755,048
Instructional Staff Support	6,956,255	6,966,076	7,246,835	7,246,801
General Administration	727,457	873,396	810,498	835,066
School Administration	9,687,543	9,897,964	10,111,763	10,088,346
Business Services	2,036,044	2,056,028	2,124,949	2,120,858
Operations and Maintenance	15,530,417	16,221,320	18,393,207	16,376,030
Transportation	8,053,842	8,842,875	8,702,541	8,702,760
Other Central Support	3,873,610	3,794,937	4,226,114	4,940,290
Athletics	<u>2,204,123</u>	<u>2,110,229</u>	<u>2,121,739</u>	<u>2,162,388</u>
<b>Total Supporting Services</b>	<b>\$ 57,675,027</b>	<b>\$ 59,437,049</b>	<b>\$ 62,872,402</b>	<b>\$ 61,227,587</b>
<b>COMMUNITY SERVICES</b>				
Community Recreation	\$ 124,978	\$ 87,100	\$ 75,745	\$ 76,708
Custody & Child Care	<u>2,783,236</u>	<u>2,742,227</u>	<u>2,788,511</u>	<u>2,424,167</u>
<b>Total Community Services</b>	<b>\$ 2,908,213</b>	<b>\$ 2,829,327</b>	<b>\$ 2,864,256</b>	<b>\$ 2,500,875</b>
<b>OTHER FINANCING USES</b>				
Transfers to Other Funds	<u>18,910</u>	<u>20,000</u>	<u>420,000</u>	<u>100,000</u>
<b>Total Other Financing Uses</b>	<b>\$ 18,910</b>	<b>\$ 20,000</b>	<b>\$ 420,000</b>	<b>\$ 100,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 155,472,135</b>	<b>\$ 158,960,973</b>	<b>\$ 167,902,484</b>	<b>\$ 158,450,339</b>
<b>TOTAL AVAILABLE TO APPROPRIATE LESS TOTAL EXPENDITURES (FISCAL YEAR ENDING FUND BALANCE)</b>	<b>\$ 33,751,184</b>	<b>\$ 19,154,083</b>	<b>\$ 29,777,342</b>	<b>\$ 30,475,056</b>
<b>FUND BALANCE AS A PERCENTAGE OF TOTAL EXPENDITURES</b>	<b>21.7%</b>	<b>12.0%</b>	<b>17.7%</b>	<b>19.2%</b>

# FUNDED PROJECTS FUND

\* The Funded Projects Fund is reported in the General Fund on the Comprehensive Annual Financial Report submitted to the State.

		2019-20 ACTUAL		2020-21 ADOPTED		2020-21 1ST AMENDED		2020-21 FINAL AMENDED
<b>BEGINNING FUND BALANCE</b>								
<b>REVENUES</b>								
Local	\$	47,099	\$	52,935	\$	215,785	\$	252,409
State		1,937,855		2,108,348		3,111,191		6,451,445
Federal		6,447,105		6,640,870		6,700,183		15,412,805
Transfers from Other Funds		18,910		25,215		11,694		-
<b>Total Revenue</b>	<b>\$</b>	<b>8,450,968</b>	<b>\$</b>	<b>8,827,368</b>	<b>\$</b>	<b>10,038,853</b>	<b>\$</b>	<b>22,116,659</b>
<b>EXPENDITURES</b>								
Instructional	\$	4,945,351	\$	6,460,437	\$	5,742,032	\$	9,706,487
Support		3,211,926		4,510,253		3,954,796		12,021,503
Community Services		132,805		181,389		214,097		257,666
Transfers to Other Funds		160,885		177,104		127,928		131,003
<b>Total Expenditures</b>	<b>\$</b>	<b>8,450,968</b>	<b>\$</b>	<b>11,329,183</b>	<b>\$</b>	<b>10,038,853</b>	<b>\$</b>	<b>22,116,659</b>
<b>ENDING FUND BALANCE</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>REVENUE DETAIL</b>								
<b>LOCAL SOURCES</b>								
Business Partnerships	\$	-	\$	12,935	\$	12,935	\$	12,935
Dunning Foundation	\$	9,168	\$	40,000	\$	30,000	\$	30,000
LPS Foundation		25,338		-		44,701		80,325
Miscellaneous Sources		11,951		-		19,997		20,997
Wayne RESA		-		-		108,152		108,152
<b>Total Local Sources</b>	<b>\$</b>	<b>47,099</b>	<b>\$</b>	<b>52,935</b>	<b>\$</b>	<b>215,785</b>	<b>\$</b>	<b>252,409</b>
<b>STATE SOURCES</b>								
Section 32d Great School Readiness	\$	568,400	\$	568,400	\$	568,400	\$	568,400
Section 61a Vocational Education		477,880		615,878		573,620		573,620
Section 99h FIRST Robotics		20,200		20,200		-		20,100
Section 104d Computer Adaptive Tests		47,634		72,512		24,878		24,878
Section 107 Adult Education		465,023		498,521		452,741		481,449
Section 41 Bilingual Education		56,109		80,353		94,898		94,743
Section 22i Technology		-		10,870		10,871		10,871
Section 31a At Risk		-		-		-		3,179,601
Section 35A(4) Early Literacy Coaches		-		-		-		112,000
Section 35A(5) Early Literacy		180,047		207,147		223,541		223,541
Section 35A(9) Summer Reading		-		-		44,716		44,716
Section 35C(C) Multisensory		26,860		-		273,140		273,140
VW Settlement		-		844,386		844,386		844,386
<b>Total State Sources</b>	<b>\$</b>	<b>1,937,855</b>	<b>\$</b>	<b>2,952,734</b>	<b>\$</b>	<b>3,111,191</b>	<b>\$</b>	<b>6,451,445</b>
<b>FEDERAL SOURCES</b>								
Title I	\$	1,248,958	\$	1,150,433	\$	1,283,346	\$	1,283,346
Title II Part A		383,041		629,886		439,165		661,687
Title III Limited English		65,167		68,578		48,482		71,722
Title III Immigrant		1,562		22,912		16,546		43,763
Title IV, Part A SSAE		80,310		89,634		76,284		99,448
Vocational Perkins		256,108		258,292		286,560		302,160
IDEA Flow-Through		3,339,840		3,339,840		3,327,613		3,327,613
IDEA Preschool Incentive		227,449		227,449		226,721		226,721
IDEA Low-Incidence Center Program Expansion		620,000		620,000		582,636		582,636
Clean Diesel Grant		71,441		71,441		-		-
Section 11p Coronavirus Relief		-		-		-		4,943,302
Section 103(2) Dist Covid Costs		-		-		174,011		174,011
Child Care Relief		-		-		-		57,307
CRF Device Purch Program		-		-		-		338,437
ESSER I		-		-		63,819		1,011,387
ESSER Education Equity		-		-		-		161,821
Section 11r(4) ESSER 2 PP Equalization		-		-		-		1,952,444
ABE Family Literacy		91,084		197,780		175,000		175,000
<b>Total Federal Sources</b>	<b>\$</b>	<b>6,447,105</b>	<b>\$</b>	<b>6,781,518</b>	<b>\$</b>	<b>6,700,183</b>	<b>\$</b>	<b>15,412,805</b>
		95						
<b>TRANSFERS</b>								
G Fund to Section 32d Great School	\$	18,910	\$	25,215	\$	11,694	\$	-
<b>Total Transfer Sources</b>	<b>\$</b>	<b>18,910</b>	<b>\$</b>	<b>25,215</b>	<b>\$</b>	<b>11,694</b>	<b>\$</b>	<b>-</b>

# SPECIAL EDUCATION FUND

	2019-20 ACTUAL		2020-21 ADOPTED		2020-21 1ST AMEND		2020-21 FINAL AMENDED
<b>BEGINNING FUND BALANCE</b>	\$	956,376	\$	979,716	\$	2,095,514	\$ 2,095,514
<b>REVENUES</b>							
Local	\$	10,499,356	\$	10,230,494	\$	9,695,000	\$ 10,216,243
State		5,810,427		5,185,751		5,936,414	6,933,012
<b>Total Revenue</b>	<b>\$</b>	<b>16,309,783</b>	<b>\$</b>	<b>15,416,245</b>	<b>\$</b>	<b>15,631,414</b>	<b>\$ 17,149,255</b>
<b>EXPENDITURES</b>							
Instructional	\$	8,939,308	\$	9,605,156	\$	9,483,719	\$ 10,523,220
Support		4,731,336		4,502,298		5,072,008	5,921,549
Transfers to Other Funds		1,500,000		1,800,000		2,000,000	1,800,000
<b>Total Expenditures</b>	<b>\$</b>	<b>15,170,644</b>	<b>\$</b>	<b>15,907,454</b>	<b>\$</b>	<b>16,555,727</b>	<b>\$ 18,244,769</b>
<b>ENDING FUND BALANCE</b>	<b>\$</b>	<b>2,095,514</b>	<b>\$</b>	<b>488,507</b>	<b>\$</b>	<b>1,171,201</b>	<b>\$ 1,000,000</b>
<b>EXPENDITURE DETAIL</b>							
Moderate Cognitive Impairment Program	\$	2,814,945	\$	3,115,565	\$	3,001,801	\$ 3,686,703
Visually Impaired Program		1,232,526		1,253,743		1,243,244	1,473,101
Skill Center Program		3,868,631		4,453,387		3,928,575	4,070,071
Autistic Program		5,754,543		5,284,760		5,951,663	6,805,303
Additional Expenditures (3%)		-		-		430,444	409,591
Transfer to Other Funds		1,500,000		1,800,000		2,000,000	1,800,000
<b>Total Expenditures</b>	<b>\$</b>	<b>15,170,644</b>	<b>\$</b>	<b>15,907,454</b>	<b>\$</b>	<b>16,555,727</b>	<b>\$ 18,244,769</b>

# DEBT RETIREMENT FUNDS

(RESTRICTED)

	2019-20 ACTUAL	2020-21 ADOPTED	2020-21 1ST AMENDED	2020-21 FINAL AMENDED
<b>BEGINNING FUND BALANCE</b>	\$ 3,808,659	\$ 4,215,676	\$ 4,986,317	\$ 4,986,317
<b>REVENUES</b>				
Tax Revenue	\$ 19,819,394	\$ 18,956,350	\$ 18,956,350	\$ 18,956,350
Interest Income	84,123	60,000	60,000	5,647
<b>Total Revenue</b>	<b>\$ 19,903,517</b>	<b>\$ 19,016,350</b>	<b>\$ 19,016,350</b>	<b>\$ 18,961,997</b>
<b>EXPENDITURES</b>				
Bond Redemption	\$ 9,220,000	\$ 9,680,000	\$ 9,680,000	\$ 10,680,000
Bond Interest	9,496,950	9,044,450	9,044,450	10,042,639
Other	8,909	150,900	150,900	150,900
<b>Total Expenditures</b>	<b>\$ 18,725,859</b>	<b>\$ 18,875,350</b>	<b>\$ 18,875,350</b>	<b>\$ 20,873,539</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 4,986,317</b>	<b>\$ 4,356,676</b>	<b>\$ 5,127,317</b>	<b>\$ 3,074,775</b>

## EXPENDITURE DETAIL

### Bond Redemption

2013 Bond Series 1	\$ 850,000	\$ 900,000	\$ 900,000	\$ 900,000
2013 Bond Series 2	\$ 1,275,000	\$ 1,375,000	\$ 1,375,000	\$ 1,375,000
2014 Refunding Bond	\$ 7,095,000	\$ 7,405,000	\$ 7,405,000	\$ 7,405,000
2020 Refunding Bond	\$ -	\$ -	\$ -	\$ 1,000,000
2021 Bond Series 1	-	-	-	-
<b>Bond Redemption- Total</b>	<b>\$ 9,220,000</b>	<b>\$ 9,680,000</b>	<b>\$ 9,680,000</b>	<b>\$ 10,680,000</b>

### Bond Interest

2013 Bond Series 1	\$ 4,193,750	\$ 4,159,750	\$ 4,159,750	\$ 4,159,750
2013 Bond Series 2	\$ 3,646,250	\$ 3,582,500	\$ 3,582,500	\$ 3,582,500
2014 Refunding Bond	\$ 1,656,950	\$ 1,302,200	\$ 1,302,200	\$ 1,302,200
2020 Refunding Bond	\$ -	\$ -	\$ -	\$ 998,189
2021 Bond Series 1	-	-	-	-
<b>Bond Interest- Total</b>	<b>\$ 9,496,950</b>	<b>\$ 9,044,450</b>	<b>\$ 9,044,450</b>	<b>\$ 10,042,639</b>

# CAPITAL PROJECT FUNDS

	2019-20 ACTUAL	2020-21 ADOPTED	2020-21 1ST AMENDED	2020-21 FINAL AMENDED
<b>OLD SINKING FUND (RESTRICTED)</b>				
<b>BEGINNING FUND BALANCE</b>	\$ 6,753,535	\$ 1,000,000	\$ 2,410,269	\$ 2,410,269
<b>REVENUES</b>				
Tax Revenue	\$ 5,079,951	\$ -	\$ -	\$ -
Interest Income	93,255	-	-	-
<b>Total Revenue</b>	<b>\$ 5,173,207</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES</b>				
Repairs	9,392,986	1,000,000	2,410,269	2,410,269
Other	123,487	-	-	-
<b>Total Expenditures</b>	<b>\$ 9,516,473</b>	<b>\$ 1,000,000</b>	<b>\$ 2,410,269</b>	<b>\$ 2,410,269</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 2,410,269</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TECHNOLOGY FUND (RESTRICTED)</b>				
<b>BEGINNING FUND BALANCE</b>	\$ 666,447	\$ 343,447	\$ 437,544	\$ 437,544
<b>REVENUES</b>				
Tax Revenue				
Interest Income	7,030	5,000	-	55
<b>Total Revenue</b>	<b>\$ 7,030</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 55</b>
<b>EXPENDITURES</b>				
Technology Equipment	\$ 219,246	\$ 325,000	\$ 437,544	\$ 437,599
Technology Services	16,686	23,447	-	-
Other	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 235,932</b>	<b>\$ 348,447</b>	<b>\$ 437,544</b>	<b>\$ 437,599</b>
<b>ENDING FUND BALANCE</b>	<b>437,544</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>2013 BOND (RESTRICTED)</b>				
<b>BEGINNING FUND BALANCE</b>	\$ 11,741,187	\$ 10,212,150	\$ 8,212,150	\$ 8,212,150
<b>REVENUES</b>				
Local	\$ 503,562	\$ 40,000	\$ 40,000	\$ 8,371
Transfer from Other Funds	-	-	-	-
<b>Total Revenue</b>	<b>\$ 503,562</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 8,371</b>
<b>EXPENDITURES</b>				
Capital Outlay	\$ 4,032,598	\$ 2,494,143	\$ 8,252,150	\$ 7,394,905
<b>ENDING FUND BALANCE</b>	<b>\$ 8,212,150</b>	<b>\$ 7,758,007</b>	<b>\$ -</b>	<b>\$ 825,616</b>

# CAPITAL PROJECT FUNDS

	2019-20 ACTUAL	2020-21 ADOPTED	2020-21 1ST AMENDED	2020-21 FINAL AMENDED
<b>2020 SINKING FUND (RESTRICTED)</b>				
<b>BEGINNING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>REVENUES</b>				
Local	\$ -	\$ 7,250,000	\$ 7,250,000	\$ 7,428,000
Interest Income	-	50,000	50,000	400
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 7,300,000</b>	<b>\$ 7,300,000</b>	<b>\$ 7,428,400</b>
<b>EXPENDITURES</b>				
Capital Outlays	-	6,000,000	6,000,000	4,000,000
Other	-	1,300,000	1,300,000	1,000,000
	<b>\$ -</b>	<b>\$ 7,300,000</b>	<b>\$ 7,300,000</b>	<b>\$ 5,000,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,428,400</b>
 <b>2021 BOND (RESTRICTED)</b>				
<b>BEGINNING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>REVENUES</b>				
Other Financing Sources	\$ -	\$ -	\$ -	\$ 78,000,000
Interest Income	-	-	-	-
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 78,000,000</b>
<b>EXPENDITURES</b>				
Capital Outlays	-	-	-	2,000,000
Other	-	-	-	2,000,000
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,000,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,000,000</b>
 <b>CAPITAL PROJECTS FUND</b>				
<b>BEGINNING FUND BALANCE</b>	\$ 1,185,164	\$ 1,515,164	\$ 1,676,852	\$ 1,676,852
<b>REVENUES</b>				
Proceeds from Sale of Property	\$ 580,469	\$ -	\$ 2,562,000	\$ 2,562,000
Transfer from Other Funds	-	-	-	-
<b>Total Revenue</b>	<b>\$ 580,469</b>	<b>\$ -</b>	<b>\$ 2,562,000</b>	<b>\$ 2,562,000</b>
<b>EXPENDITURES</b>				
Transfer to General Fund	\$ -	\$ -	\$ -	\$ -
Other	88,781	100,000	1,000,000	3,090,926
<b>Total Expenditures</b>	<b>\$ 88,781</b>	<b>\$ 100,000</b>	<b>\$ 1,000,000</b>	<b>\$ 3,090,926</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,676,852</b>	<b>\$ 1,415,164</b>	<b>\$ 3,238,852</b>	<b>\$ 1,147,926</b>

# FOOD SERVICE FUND

(RESTRICTED)

		2019-20 ACTUAL		2020-21 ADOPTED		2020-21 1ST AMENDED		2020-21 FINAL AMENDED
<b>BEGINNING FUND BALANCE</b>	\$	561,399	\$	148,004	\$	161,549	\$	63,473
<b>REVENUES</b>								
Local Sales	\$	1,296,273	\$	1,737,000	\$	900,000	\$	282,598
State Reimbursement	\$	182,574	\$	164,504	\$	164,027	\$	224,271
Federal Reimbursement	\$	2,263,857	\$	1,950,000	\$	2,222,552	\$	1,736,631
Other Financing Sources	\$	-	\$	-	\$	400,000	\$	1,095,234
<b>Total Revenue</b>	\$	<b>3,742,704</b>	\$	<b>3,851,504</b>	\$	<b>3,686,579</b>	\$	<b>3,338,734</b>
<b>EXPENDITURES</b>								
Support Services	\$	3,942,554	\$	3,736,035	\$	3,648,128	\$	3,202,207
Transfers to Other Funds	\$	200,000	\$	200,000	\$	200,000	\$	200,000
<b>Total Expenditures</b>	\$	<b>4,142,554</b>	\$	<b>3,936,035</b>	\$	<b>3,848,128</b>	\$	<b>3,402,207</b>
<b>ENDING FUND BALANCE</b>	\$	<b>161,549</b>	\$	<b>63,473</b>	\$	-	\$	-

# HEALTH & WELFARE FUND

		2019-20 ACTUAL		2020-21 ADOPTED		2020-21 1ST AMENDED		2020-21 FINAL AMENDED
<b>BEGINNING FUND BALANCE</b>	\$	1,418,084	\$	1,095,201	\$	1,356,123	\$	1,356,123
<b>REVENUES</b>								
Employee Contributions	\$	3,395,185	\$	3,549,364	\$	3,549,364	\$	2,198,250
Transfer From Other Funds		17,175,236		18,113,209		19,100,080		20,210,395
<b>Total Revenue</b>	\$	<b>20,570,421</b>	\$	<b>21,662,573</b>	\$	<b>22,649,444</b>	\$	<b>22,408,645</b>
<b>EXPENDITURES</b>								
Premiums/Claims/Fees	\$	19,032,383	\$	22,285,455	\$	22,731,164	\$	21,680,542
Transfer to Other Funds	\$	1,600,000	\$	-	\$	-	\$	-
	\$	20,632,383	\$	22,285,455	\$	22,731,164	\$	21,680,542
<b>ENDING FUND BALANCE</b>	\$	<b>1,356,123</b>	\$	<b>472,319</b>	\$	<b>1,274,403</b>	\$	<b>2,084,226</b>

## SCHOLARSHIP FUND (RESTRICTED)

	2019-20 ACTUAL	2020-21 ADOPTED	2020-21 1ST AMENDED	2020-21 FINAL AMENDED
<b>BEGINNING FUND BALANCE</b>	\$ 29,471	\$ 26,856	\$ 26,856	\$ 24,426
<b>REVENUES</b>				
Local- Donations	600	600	600	12,146
<b>EXPENDITURES</b>				
Scholarships	3,215	3,030	3,030	10,000
<b>ENDING FUND BALANCE</b>	\$ 26,856	\$ 24,426	\$ 24,426	\$ 26,572

## SCHOOL ACTIVITIES FUND (RESTRICTED)

	2019-20 ACTUAL	2020-21 ADOPTED	2020-21 1ST AMENDED	2020-21 FINAL AMENDED
<b>BEGINNING FUND BALANCE</b>	\$ 1,287,776	\$ 1,259,038	\$ 1,413,097	\$ 1,413,097
<b>REVENUES- SCHOOL DEPOSITS</b>	\$ 1,803,762	\$ 1,700,000	\$ 1,700,000	\$ 1,000,000
<b>EXPENDITURES- SCHOOL ACTIVITIES</b>	\$ 1,678,441	\$ 1,900,000	\$ 1,900,000	\$ 1,000,000
<b>ENDING FUND BALANCE</b>	\$ 1,413,097	\$ 1,059,038	\$ 1,213,097	\$ 1,413,097

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC: Adoption of 2021-2022 Proposed Budgets and Millage Rates**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools adopt the attached proposed budgets for the 2021-2022 school year: General Fund, Funded Projects Fund, Special Education Fund, Debt Retirement Fund, 2013 Bond Fund, 2021 Bond Fund, 2020 Sinking Fund, Capital Projects Fund; Food Services Fund, Health and Welfare Fund, Scholarship Fund and School Activities Fund.

**RATIONALE:**

This action is in compliance with the Spirit of the Uniform Budgetary and Accounting Act – Public Act 621. The amendment was reviewed by the Finance Committee on June 7, 2021.

**BUDGETARY INFORMATION:**

This resolution will set the parameters for revenues and expenditures within which the district will expect to utilize for the 2021-2022 school year.

**RESOURCE PERSONNEL:**

Alison Smith, Director of Finance

**EXHIBITS:**

Attached.  
kp

# LIVONIA PUBLIC SCHOOLS



## 2021-2022 Proposed General Fund and District Budgets

June 2021

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

RESOLVED, that the general appropriation for Livonia Public Schools for revenues for the fiscal year 2021-22 General Fund be adopted as follows:

	<b>2020-21 FINAL AMENDED</b>	<b>2021-22 PROPOSED</b>
<b>REVENUE</b>		
Local	\$ 34,511,841	\$ 35,161,841
State	114,774,933	111,454,563
Federal	33,596	33,596
Other Financing Sources	<u>5,853,841</u>	<u>5,853,841</u>
 <b>Total Revenue</b>	 \$ 155,174,211	 \$ 152,503,841
 <b>FISCAL YEAR BEGINNING FUND BALANCE</b>	 \$ <u>33,751,184</u>	 \$ <u>31,475,056</u>
 <b>REVENUE PLUS BEGINNING FUND BALANCE (TOTAL AVAILABLE TO APPROPRIATE)</b>	 \$ 188,925,395	 \$ 183,978,897

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

RESOLVED, that the general appropriation for Livonia Public Schools for expenditures for the fiscal year 2021-22 General Fund be adopted as follows:

	2020-21 FINAL AMENDED		2021-22 PROPOSED
<b>EXPENDITURES</b>			
<b>INSTRUCTION</b>			
Basic Programs	\$ 78,540,482	\$	77,093,694
Added Needs	16,081,395	\$	16,320,486
<b>Total Instruction</b>	<b>\$ 94,621,877</b>	<b>\$</b>	<b>93,414,180</b>
<b>SUPPORTING SERVICES</b>			
Pupil Support	\$ 8,755,048	\$	8,889,161
Instructional Staff Support	7,246,801	\$	7,928,031
General Administration	835,066	\$	843,313
School Administration	10,088,346	\$	10,237,175
Business Services	2,120,858	\$	2,142,406
Operations and Maintenance	16,376,030	\$	17,198,331
Transportation	8,702,760	\$	8,790,003
Other Central Support	4,940,290	\$	4,980,029
Athletics	2,162,388	\$	2,180,078
<b>Total Supporting Services</b>	<b>\$ 61,227,587</b>	<b>\$</b>	<b>63,188,527</b>
<b>COMMUNITY SERVICES</b>			
Community Recreation	\$ 76,708	\$	77,504
Custody & Child Care	2,424,167	\$	2,463,060
<b>Total Community Services</b>	<b>\$ 2,500,875</b>	<b>\$</b>	<b>2,540,564</b>
<b>OTHER FINANCING USES</b>			
Transfers to Other Funds	100,000	\$	100,000
<b>Total Other Financing Uses</b>	<b>\$ 100,000</b>	<b>\$</b>	<b>100,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 158,450,339</b>	<b>\$</b>	<b>159,243,271</b>
<b>TOTAL AVAILABLE TO APPROPRIATE LESS TOTAL EXPENDITURES (FISCAL YEAR ENDING FUND BALANCE)</b>	<b>\$ 30,475,056</b>	<b>\$</b>	<b>24,735,626</b>
<b>FUND BALANCE AS A PERCENTAGE OF TOTAL EXPENDITURES</b>	<b>19.2%</b>		<b>15.5%</b>

# FUNDED PROJECTS FUND

\* The Funded Projects Fund is reported in the General Fund on the Comprehensive Annual Financial Report submitted to the State.

	2020-21 FINAL AMENDED	2021-22 PROPOSED
<b>BEGINNING FUND BALANCE</b>		
<b>REVENUES</b>		
Local	\$ 252,409	\$ 171,967
State	6,451,445	5,065,800
Federal	15,412,805	27,451,178
Transfers from Other Funds	-	15,915
<b>Total Revenue</b>	<b>\$ 22,116,659</b>	<b>\$ 32,704,860</b>
<b>EXPENDITURES</b>		
Instructional	\$ 9,706,487	\$ 27,815,344
Support	12,021,503	4,591,859
Community Services	257,666	174,425
Transfers to Other Funds	131,003	123,232
<b>Total Expenditures</b>	<b>\$ 22,116,659</b>	<b>\$ 32,704,860</b>
<b>ENDING FUND BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>
<b>REVENUE DETAIL</b>		
<b>LOCAL SOURCES</b>		
LPS Foundation	80,325	49,457
Miscellaneous Sources	20,997	15,858
Wayne RESA	108,152	106,652
<b>Total Local Sources</b>	<b>\$ 252,409</b>	<b>\$ 171,967</b>
<b>STATE SOURCES</b>		
Section 32d Great School Readiness	\$ 568,400	\$ 568,400
Section 61a Vocational Education	573,620	482,716
Section 99h FIRST Robotics	20,100	20,100
Section 107 Adult Education	481,449	392,880
Section 41 Bilingual Education	94,743	83,498
Section 31a At Risk	3,179,601	3,179,601
Section 35A(4) Early Literacy Coaches	112,000	112,000
Section 35A(5) Early Literacy	223,541	196,442
Section 35A(9) Summer Reading	44,716	30,163
<b>Total State Sources</b>	<b>\$ 6,451,445</b>	<b>\$ 5,065,800</b>
<b>FEDERAL SOURCES</b>		
Title I	\$ 1,283,346	\$ 1,156,033
Title II Part A	661,687	600,169
Title III Limited English	71,722	57,833
Title III Immigrant	43,763	19,124
Title IV, Part A SSAE	99,448	110,148
Vocational Perkins	302,160	263,931
IDEA Flow-Through	3,327,613	3,327,613
IDEA Preschool Incentive	226,721	226,721
IDEA Low-Incidence Center Program Expansion	582,636	582,636
Clean Diesel Grant	-	70,029
Section 11p Coronavirus Relief	4,943,302	1,200,000
ESSER II	-	4,351,197
ESSER III	-	9,772,172
Section 11r(4) ESSER 3 PP Equalization	-	5,538,572
ABE Family Literacy	175,000	175,000
<b>Total Federal Sources</b>	<b>\$ 15,412,805</b>	<b>\$ 27,451,178</b>
<b>TRANSFERS</b>		
G Fund to Section 32d Great School	\$ -	\$ 15,915
<b>Total Transfer Sources</b>	<b>\$ -</b>	<b>\$ 15,915</b>

# SPECIAL EDUCATION FUND

		<b>2020-21 FINAL AMENDED</b>		<b>2021-22 PROPOSED</b>
<b>BEGINNING FUND BALANCE</b>	\$	<b>2,095,514</b>	\$	<b>1,000,000</b>
 <b>REVENUES</b>				
Local	\$	10,216,243	\$	12,215,667
State		<u>6,933,012</u>		<u>7,487,022</u>
<b>Total Revenue</b>	<b>\$</b>	<b>17,149,255</b>	<b>\$</b>	<b>19,702,689</b>
 <b>EXPENDITURES</b>				
Instructional	\$	10,523,220	\$	11,523,048
Support		5,921,549		6,179,642
Transfers to Other Funds		<u>1,800,000</u>		<u>2,000,000</u>
<b>Total Expenditures</b>	<b>\$</b>	<b>18,244,769</b>	<b>\$</b>	<b>19,702,690</b>
 <b>ENDING FUND BALANCE</b>	 <b>\$</b>	 <b>1,000,000</b>	 <b>\$</b>	 <b>1,000,000</b>
 <b>EXPENDITURE DETAIL</b>				
Moderate Cognitive Impairment Program	\$	3,686,703	\$	4,227,862
Visually Impaired Program		1,473,101		1,583,993
Skill Center Program		4,070,071		3,636,986
Autistic Program		6,805,303		7,999,791
Additional Expenditures (3%)		409,591		254,058
Transfer to Other Funds		<u>1,800,000</u>		<u>2,000,000</u>
<b>Total Expenditures</b>	<b>\$</b>	<b>18,244,769</b>	<b>\$</b>	<b>19,702,690</b>

# DEBT RETIREMENT FUND

## (RESTRICTED)

	2020-21 FINAL AMENDED	2021-22 PROPOSED
<b>BEGINNING FUND BALANCE</b>	\$ 4,986,317	\$ 3,074,775
<b>REVENUES</b>		
Tax Revenue	\$ 18,956,350	\$ 19,818,974
Interest Income	5,647	5,000
<b>Total Revenue</b>	<b>\$ 18,961,997</b>	<b>\$ 19,823,974</b>
<b>EXPENDITURES</b>		
Bond Redemption	\$ 10,680,000	\$ 14,085,000
Bond Interest	10,042,639	8,552,861
Other	150,900	200,000
<b>Total Expenditures</b>	<b>\$ 20,873,539</b>	<b>\$ 22,837,861</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 3,074,775</b>	<b>\$ 60,888</b>

### EXPENDITURE DETAIL

#### Bond Redemption

2013 Bond Series 1	\$ 900,000	\$ 900,000
2013 Bond Series 2	\$ 1,375,000	\$ 1,450,000
2014 Refunding Bond	\$ 7,405,000	\$ 7,810,000
2020 Refunding Bond	\$ 1,000,000	\$ -
2021 Bond Series 1	-	3,925,000

<b>Bond Redemption- Total</b>	<b>\$ 10,680,000</b>	<b>\$ 14,085,000</b>
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#### Bond Interest

2013 Bond Series 1	\$ 4,159,750	\$ 161,000
2013 Bond Series 2	\$ 3,582,500	\$ 3,513,750
2014 Refunding Bond	\$ 1,302,200	\$ 764,750
2020 Refunding Bond	\$ 998,189	\$ 1,888,194
2021 Bond Series 1	-	2,225,167

<b>Bond Interest- Total</b>	<b>\$ 10,042,639</b>	<b>\$ 8,552,861</b>
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# CAPITAL PROJECT FUNDS

	2020-21 FINAL AMENDED		2021-22 PROPOSED
<b>2013 BOND (RESTRICTED)</b>			
<b>BEGINNING FUND BALANCE</b>	\$ 8,212,150	\$	825,616
<b>REVENUES</b>			
Local	\$ 8,371	\$	-
Transfer from Other Funds	-		-
<b>Total Revenue</b>	<u>\$ 8,371</u>	<u>\$</u>	<u>-</u>
<b>EXPENDITURES</b>			
Capital Outlay	\$ 7,394,905	\$	825,616
<b>ENDING FUND BALANCE</b>	\$ 825,616	\$	-

	2020-21 FINAL AMENDED		2021-22 PROPOSED
<b>2021 BOND (RESTRICTED)</b>			
<b>BEGINNING FUND BALANCE</b>	\$ -	\$	74,000,000
<b>REVENUES</b>			
Other Financing Sources	\$ 78,000,000	\$	-
Interest Income	-		100,000
<b>Total Revenue</b>	<u>\$ 78,000,000</u>	<u>\$</u>	<u>100,000</u>
<b>EXPENDITURES</b>			
Capital Outlays	2,000,000		40,000,000
Other	2,000,000		2,000,000
	<u>\$ 4,000,000</u>	<u>\$</u>	<u>42,000,000</u>
<b>ENDING FUND BALANCE</b>	\$ 74,000,000	\$	32,100,000

# CAPITAL PROJECT FUNDS

	2020-21 FINAL AMENDED		2021-22 PROPOSED
<b>2020 SINKING FUND (RESTRICTED)</b>			
<b>BEGINNING FUND BALANCE</b>	\$ -	\$	2,428,400
<b>REVENUES</b>			
Local	\$ 7,428,000	\$	7,428,000
Interest Income	400		400
<b>Total Revenue</b>	<b>\$ 7,428,400</b>	<b>\$</b>	<b>7,428,400</b>
<b>EXPENDITURES</b>			
Capital Outlays	4,000,000		6,000,000
Other	1,000,000		1,300,000
	<b>\$ 5,000,000</b>	<b>\$</b>	<b>7,300,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 2,428,400</b>	<b>\$</b>	<b>2,556,800</b>

	2020-21 FINAL AMENDED		2021-22 PROPOSED
<b>CAPITAL PROJECTS FUND</b>			
<b>BEGINNING FUND BALANCE</b>	\$ 1,676,852	\$	1,147,926
<b>REVENUES</b>			
Proceeds from Sale of Property	\$ 2,562,000	\$	-
Transfer from Other Funds	-		-
<b>Total Revenue</b>	<b>\$ 2,562,000</b>	<b>\$</b>	<b>-</b>
<b>EXPENDITURES</b>			
Transfer to General Fund	\$ -	\$	-
Other	3,090,926		500,000
<b>Total Expenditures</b>	<b>\$ 3,090,926</b>	<b>\$</b>	<b>500,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,147,926</b>	<b>\$</b>	<b>647,926</b>

# FOOD SERVICE FUND

(RESTRICTED)

		<b>2020-21 FINAL AMENDED</b>		<b>2021-22 PROPOSED</b>
<b>BEGINNING FUND BALANCE</b>	\$	<b>63,473</b>	\$	-
<b>REVENUES</b>				
Local Sales	\$	282,598	\$	1,759,507
State Reimbursement	\$	224,271	\$	175,000
Federal Reimbursement	\$	1,736,631	\$	1,981,472
Other Financing Sources	\$	<u>1,095,234</u>	\$	<u>-</u>
<b>Total Revenue</b>	<b>\$</b>	<b>3,338,734</b>	<b>\$</b>	<b>3,915,979</b>
<b>EXPENDITURES</b>				
Support Services	\$	3,202,207	\$	3,715,979
Transfers to Other Funds	\$	<u>200,000</u>	\$	<u>200,000</u>
<b>Total Expenditures</b>	<b>\$</b>	<b>3,402,207</b>	<b>\$</b>	<b>3,915,979</b>
<b>ENDING FUND BALANCE</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>

# HEALTH & WELFARE FUND

		<b>2020-21 FINAL AMENDED</b>		<b>2021-22 PROPOSED</b>
<b>BEGINNING FUND BALANCE</b>	\$	<b>1,356,123</b>	\$	<b>2,084,226</b>
<b>REVENUES</b>				
Employee Contributions	\$	2,198,250	\$	2,198,250
Transfer From Other Funds		<u>20,210,395</u>		<u>20,460,395</u>
<b>Total Revenue</b>	<b>\$</b>	<b>22,408,645</b>	<b>\$</b>	<b>22,658,645</b>
<b>EXPENDITURES</b>				
Premiums/Claims/Fees	\$	21,680,542	\$	22,680,542
<b>ENDING FUND BALANCE</b>	<b>\$</b>	<b>2,084,226</b>	<b>\$</b>	<b>2,062,329</b>

# SCHOLARSHIP FUND

(RESTRICTED)

		2020-21 FINAL AMENDED		2021-22 PROPOSED
<b>BEGINNING FUND BALANCE</b>	<b>\$</b>	<b>24,426</b>	<b>\$</b>	<b>26,572</b>
<b>REVENUES</b>				
Local- Donations		12,146		1,000
<b>EXPENDITURES</b>				
Scholarships		10,000		3,030
<b>ENDING FUND BALANCE</b>	<b>\$</b>	<b>26,572</b>	<b>\$</b>	<b>24,542</b>

# SCHOOL ACTIVITIES FUND

(RESTRICTED)

		2020-21 FINAL AMENDED		2021-22 PROPOSED
<b>BEGINNING FUND BALANCE</b>	<b>\$</b>	<b>1,413,097</b>	<b>\$</b>	<b>1,413,097</b>
<b>REVENUES- SCHOOL DEPOSITS</b>	<b>\$</b>	<b>1,000,000</b>	<b>\$</b>	<b>1,700,000</b>
<b>EXPENDITURES- SCHOOL ACTIVI</b>	<b>\$</b>	<b>1,000,000</b>	<b>\$</b>	<b>1,900,000</b>
<b>ENDING FUND BALANCE</b>	<b>\$</b>	<b>1,413,097</b>	<b>\$</b>	<b>1,213,097</b>



# Livonia Public Schools

## *Academic Services*

Date: June 9, 2021

To: Andrea Oquist, Superintendent

From: Theresa O'Brien, Chief Academic Officer

**Subject: End of Year Benchmark Results**

I am requesting that our End of Year Benchmark Results be placed on the agenda for the June 14, 2021 regular Board of Education meeting. This is a part of our required State of Michigan Benchmark data collection and reporting and a part of our Continuity of Learning Plan.

In February I shared with the Board our Mid Year i-Ready results and look forward to sharing our End of Year results on once our testing window closes on Friday, June 11, 2021.



## Extended COVID-19 Learning Plan

### Goal Reporting by February 1, 2021 and by End of 20/21 School Year

Date: February 8, 2021

Goal Category	Goal Related to Achievement or Growth on K - 8 Benchmarks
Middle of the Year Reading Goal	At the mid year point in reading, all students K-9, as well as each subgroup, will reach 50% of their individualized typical growth on the i-Ready diagnostic by the mid-year assessment
End of the Year Reading Goal	At the end of year point, in reading, all students K-9, as well as each subgroup, will reach 100% of their individualized typical growth on the i-Ready diagnostic by the end of the 2020-21 school year.
Middle of the Year Mathematics Goal	In mathematics, all students K-9, as well as each subgroup, will reach 50% of their individualized typical growth on the i-Ready diagnostic by the mid-year assessment.
End of the Year Mathematics Goal	In mathematics, all students K-9, as well as each subgroup, will reach 100% of their individualized typical growth on the i-Ready diagnostic by the end of the 2020-21 school year.

#### Achievement or Growth on Benchmark Assessment

Reporting Category	Beginning of Year % of Students At or Above Grade level		Mid Year % of Students At or Above Grade level		End of the Year % of Students At or Above Grade level	
	Reading	Math	Reading	Math	Reading	Math
All Students	40.7%	29.3%	50.1%	44.3%	43.3%	40.5%
Econ. Disadvantaged	28.8%	18.3%	37.4%	29.0%	31.2%	26.9%
Special Education	13.9%	8.6%	19.6%	17.3%	19.0%	21.7%
English Learner	23.8%	23.1%	31.4%	32.3%	28.7%	37.0%
Female	43.6%	28.0%	53.5%	43.5%	45.5%	38.2%
Male	37.9%	30.5%	46.9%	45.1%	41.1%	42.5%
White	42.9%	30.6%	52.7%	47.1%	45.2%	42.2%
Black	23.3%	13.0%	29.4%	19.0%	25.4%	18.8%
Asian	49.0%	50.7%	57.1%	64.0%	49.2%	62.1%
Hispanic	35.2%	24.2%	43.9%	36.2%	38.5%	33.0%
100% Remote*	NA	NA	55.5%	48.0%	49.4%	43.5%
Not 100% Remote*	NA	NA	48.0%	42.8%	41.2%	39.6%

### Growth on Benchmark Assessment

Reporting Category	% of Students to meet 50% of their individualized typical growth on the i-Ready diagnostic		% of Students to meet 100% of their individualized typical growth on the i-Ready diagnostic	
	Reading	Math	Reading	Math
All Students	50.3%	48.4%	54.1%	50.8%
Econ. Disadvantaged	46.8%	43.9%	49.3%	45.2%
Special Education	42.7%	41.4%	47.0%	46.9%
English Learner	49.9%	44.4%	53.9%	49.0%
Female	50.8%	48.6%	54.7%	48.9%
Male	49.8%	48.2%	53.5%	52.6%
White	50.9%	49.4%	54.6%	51.3%
Black	42.7%	37.9%	45.0%	40.5%
Asian	56.1%	53.7%	61.9%	58.0%
Hispanic	51.1%	48.9%	53.5%	53.1%
100% Remote*	50.9%	49.5%	52.2%	47.6%
Not 100% Remote*	50.1%	47.9%	54.8%	52.0%

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:           Approval to Renew MHSAA Membership Resolution for 2021-22**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District adopt the Membership Resolution of the Michigan High School Athletic Association for the 2021-22 school year.

**RATIONALE:**

Secondary schools must be members of the MHSAA to participate in State tournament competitions. Our MHSAA membership stipulates that our district and our school teams will adopt and enforce all MHSAA rules, regulations, and interpretations as our own.

**BUDGETARY INFORMATION:**

The MHSAA is a nonprofit organization and no membership fees or costs are involved to be a member district.

**RESOURCE PERSONNEL:**

Daniel R. Willenborg, Director of Secondary Programs

**EXHIBITS:**

Resolution to be signed by BOE Secretary

DRW:jy

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. **It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.**

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

## MEMBERSHIP RESOLUTION

For the year August 1, 2021 — through July 31, 2022

### LIST ON BACK

\_\_\_\_\_ the School(s) which are under the direction of this Board of Education/Governing Body.

*(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2021-22 must be listed on the back of this form)*

LIVONIA PUBLIC SCHOOLS City/Township of LIVONIA

County of WAYNE, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current *HANDBOOK* as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2021 and shall remain effective until July 31, 2022, during which the authorization may not be revoked.

### RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

LIVONIA PUBLIC School(s), on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and is so recorded in the minutes of the meeting of the said Board/Governing Body.

LIVONIA PUBLIC SCHOOLS

(Governing Body Name)

15125 FARMINGTON ROAD

(Address)

LIVONIA 48154

(City & Zip Code)

dwillenb@livoniapublicschools.org

(Contact E-mail)

KAREN BRADFORD

Board Secretary Signature  
or Designee

Check if Designee

# Schools Which Are To Be MHSAA Members During 2021-22

**NOTE:** Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades 6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th-grade students.
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.

## Name the Member High School(s)

List separately from JH/MS even if all grades are housed in the same building.

1. CHURCHILL HIGH SCHOOL
2. FRANKLIN HIGH SCHOOL
3. STEVENSON HIGH SCHOOL
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

## Name the Member Junior High /Middle School(s)

*(member 6th, 7th and 8th-grade buildings)*

List separately from HS even if all grades are housed in the same building.

1. EMERSON MIDDLE SCHOOL  
 Name of Member School  
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): 7-8  
 Provide anticipated 2021-22 7th and 8th-grade enrollment 715  
 Provide anticipated 2021-22 6th-grade enrollment —  
  1. Yes or **No** (circle one) 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
 \_\_\_\_\_
  
2. FROST MIDDLE SCHOOL  
 Name of Member School  
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): 7-8  
 Provide anticipated 2021-22 7th and 8th-grade enrollment 679  
 Provide anticipated 2021-22 6th-grade enrollment —  
  1. Yes or **No** (circle one) 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
 \_\_\_\_\_
  
3. HOLMES MIDDLE SCHOOL  
 Name of Member School  
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): 7-8  
 Provide anticipated 2021-22 7th and 8th-grade enrollment 743  
 Provide anticipated 2021-22 6th-grade enrollment —  
  1. Yes or **No** (circle one) 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
 \_\_\_\_\_

If necessary, list additional schools for either column on a separate sheet.

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:               Recommend Expulsion of One Secondary Student**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District expel one secondary school student for violations of the Livonia Public Schools' Board of Education policies.

**RATIONALE:**

A disciplinary hearing was held on May 12, 2021, and the Hearing Officer has ruled to permanently expel this student (subject to possible reinstatement). The findings included violations of policies:

- JD.E Weapons and Dangerous Instruments
- JD.G Criminal Acts
- JD.K Violation of Building Rules and Regulations
- JD.R Making False Statement

The timeline for an appeal of this decision has passed without a request.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Daniel R. Willenborg, Director of Secondary Programs and District Services

**EXHIBITS:**

None

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:                   Second Reading & Adoption of Board Bylaws**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language per the attached document for:

**Board Bylaws – Board Operations:**

- **BBD     Board-Superintendent Functions**
- **BCAC    Special Meetings**
- **BCAE    Public Hearings**
- **BCAF    Committee of the Whole & Study Session Meetings**
- **BCB     General Order of Business at Regular Meetings**
- **BCBC    Preparation of Agenda**

**RATIONALE:**

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of May 17, 2021.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Andrea L. Oquist, Superintendent

**EXHIBITS:**

Attached Bylaws

Off/Supt/jw

# **BYLAWS OF THE BOARD**

**BBD**

## **BOARD OPERATIONS BOARD-SUPERINTENDENT FUNCTIONS**

**JUNE 14, 2021**

The Board of Education recognizes that the legislation and adoption of policies is an important function of a school board and that the execution of the policies is a function of the administration and staff.

Delegation by the Board of its executive powers to the superintendent provides freedom for the superintendent to manage the schools within the Board's policies, and frees the Board to devote its time to three main functions of the Board: Goal Setting – the Board's vision for the District, including the approval and adoption of the budget; Establishing policy for the District and sharing in policy development; and Designating the Chief Executive Officer (recruiting, hiring, and evaluating the superintendent).

The Board holds the administration and staff responsible for carrying out its policies within established guidelines and for keeping the Board informed, through the superintendent, about school operations.

# BYLAWS OF THE BOARD

BBD

## BOARD OPERATIONS BOARD-SUPERINTENDENT **FUNCTIONS** RELATIONS

~~MARCH 16, 2015~~

The Board of Education **recognizes** ~~believes~~ that the legislation and adoption of policies is an important function of a school board and that the execution of the policies ~~is a~~ **should be** the function of the administration and staff.

Delegation by the Board of its executive powers to the superintendent provides freedom for the superintendent to manage the schools within the Board's policies, and frees the Board to devote its time to **three main functions of the Board: Goal Setting – the Board's vision for the District, including the approval and adoption of the budget; Establishing policy for the District and sharing in policy development; and Designating the Chief Executive Officer (recruiting, hiring, and evaluating the superintendent)** ~~policy making and appraisal functions.~~

The Board holds the administration and staff responsible for carrying out its policies within established guidelines and for keeping the Board informed, through the superintendent, about school operations.

# BYLAWS OF THE BOARD

BCAC

## BOARD OPERATIONS SPECIAL MEETINGS

JUNE 14, 2021

Special meetings of the Board of Education may be called by the president of the Board, or any three members thereof, by serving on the other members a written notice of the day, time, place, and purpose of such special meeting. Such notice shall be in accordance with law. The purpose of the special meeting shall be included on or with the public notice of the special meeting.

Service of the notices shall be by one of the following methods:

1. Delivering the notices to the members personally at least 24 hours before such meeting is to take place; or
2. Leaving the same at the member's residence with some person of the household at least 24 hours before such meeting is to take place; or
3. Depositing the same in a government mail receptacle (enclosed in a sealed envelope plainly addressed to such member at his/her last known residence address) at least 72 hours before such meeting is to take place; or
4. Sending email notification to members at least 24 hours before such meeting is to take place and confirming that emails were received by members.

Service as above prescribed may be made by a member of the Board or any employee of the District.

A meeting at which all members of the Board are present with or without proper notice to members of the Board and for which proper notice is given to the public shall be considered a legal meeting for the transaction of business.

If the aforementioned procedure is followed and if a notice of the meeting has been posted or published at least eighteen (18) hours prior to the meeting, a quorum present can conduct business legally.

### Emergency Meetings

The Board may meet in emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public when two-thirds of the members decide that delay would be detrimental to efforts to lessen or respond to the threat.

LEGAL REF.: MCL 15.265; 380.1201

# BYLAWS OF THE BOARD

BCAC

## BOARD OPERATIONS SPECIAL MEETINGS

MARCH 16, 2015

Special meetings of the Board of Education may be called by the president of the Board, or any ~~two~~ **three** members thereof, by serving on the other members a written notice of the day, time, place, and purpose of such special meeting. Such notice shall be in accordance with law. The purpose of the special meeting shall be included on or with the **public** notice of ~~the~~ special meeting.

Service of the notices shall be by **one of the following methods**:

1. Delivering the notices to the members personally at least 24 hours before such meeting is to take place; or
2. Leaving the same at the member's residence with some person of the household at least 24 hours before such meeting is to take place; or
3. Depositing the same in a government mail receptacle (enclosed in a sealed envelope plainly addressed to such member at his/her last known residence address) at least 72 hours before such meeting is to take place; **or**
4. Sending email notification to members at least 24 hours before such meeting is to take place and confirming that emails were received by members.

Service as above prescribed may be made by a member of the Board or any employee **of the District**.

A meeting at which all members of the Board are present with or without proper notice to members of the Board and for which proper notice is given to the public shall be considered a legal meeting for the transaction of business ~~when proper notice has been given to the public.~~

If the **foregoing** ~~foregoing~~ procedure is followed and if a notice of the meeting has been posted or published at least eighteen (18) hours prior to the meeting, a quorum present can conduct business legally.

~~Special meetings of the Board shall be conducted in accordance with the policy established for regular meetings.~~

### Emergency Meetings

The Board may meet in emergency session in the event of a severe and imminent threat to the health, safety, or welfare of the public when two-thirds of the members decide that delay would be detrimental to efforts to lessen or respond to the threat.

LEGAL REF.: MCL 15.265; 380.1201 (~~Legal References Updated 3/12/07~~)

# **BYLAWS OF THE BOARD**

**BCAE**

**BOARD OPERATIONS  
PUBLIC HEARINGS**

**JUNE 14, 2021**

All public hearings shall be conducted in accordance with the law and shall provide for proper notice, including a meeting agenda, and an orderly process for the public to be heard.

# BYLAWS OF THE BOARD

BCAE

BOARD OPERATIONS  
PUBLIC HEARINGS

~~JUNE 20, 1988~~

Reviewed 11/2013

All public hearings shall be conducted in accordance with the law and shall provide for proper notice, **including a meeting agenda**, and an orderly process for the public to be heard.

# BYLAWS OF THE BOARD

BCAF

## BOARD OPERATION COMMITTEE OF THE WHOLE & STUDY SESSION MEETINGS

JUNE 14, 2021

The Board of Education may devote a part of a regular or special meeting; or schedule a committee of the whole or study session, for the purpose of receiving information and discussing matters pertaining to the School District.

Any committee of the whole or study session that is not a part of a regular or special meeting must be posted in accordance with the provisions of law. No official action may be taken at a committee of the whole or study session; minutes will be kept and made available upon request.

LEGAL REF.: MCL 15.264; 15.265

# BYLAWS OF THE BOARD

BCAF

## BOARD OPERATION

~~JUNE 20, 1988~~

### COMMITTEE OF THE WHOLE & STUDY SESSION MEETINGS

Reviewed 11/2013

The Board of Education may devote a part of a regular or special meeting, or schedule a **committee of the whole or** study session, for the purpose of receiving information and discussing matters pertaining to the School District. ~~through presentations, special projects, or other matters.~~

Any **committee of the whole or** study session that is not a part of a regular or special meeting must be posted in accordance with the provisions of law. No official action may be taken at a **committee of the whole or** study session; minutes will be kept and made available upon request.

LEGAL REF.: MCL 15.264; 15.265 (~~Legal References Updated 3/12/07~~)

# BYLAWS OF THE BOARD

BCB

## BOARD OPERATIONS GENERAL ORDER OF BUSINESS AT REGULAR MEETINGS

JUNE 14, 2021

The order of business at regular meetings shall generally be as follows:

- Call to Order
- Roll Call
- Pledge of Allegiance
- Communications
- District Update from the Superintendent
- Audience Communications (limited to a total of 15 minutes, with remainder following Personnel Matters)
- Consent Agenda
- Approval of Minutes of Previous Meeting(s)
- Instructional Matters
- Business Matters
- Personnel Matters
- Remainder of Audience Communications
- Hearing from Board Members
- Adjournment

# BYLAWS OF THE BOARD

BCB

## BOARD OPERATIONS

MARCH 20, 2017

### **GENERAL ORDER OF BUSINESS AT REGULAR MEETINGS** ~~PROCEDURES DURING MEETINGS~~

The order of business at regular meetings shall generally be as follows:

- Call to Order
- Roll Call
- Pledge of Allegiance
- Communications
- District Update from the Superintendent
- Audience Communications (limited to a total of 15 minutes, with remainder following Personnel Matters)
- Consent Agenda
- Approval of Minutes of Previous Meeting(s)
- Instructional Matters
- Business Matters
- Personnel Matters
- Remainder of Audience Communications
- Hearing from Board Members
- Adjournment

# **BYLAWS OF THE BOARD**

**BCBC**

## **BOARD OPERATIONS PREPARATION OF AGENDA**

**JUNE 14, 2021**

The superintendent and Board president shall cooperatively determine the items of business to be included in the agenda of all Board of Education meetings. Any two members of the Board may request an item to be included on the agenda by notifying the Superintendent and Board president seven days prior to a meeting.

Agendas shall be provided to the members of the Board no later than the Friday preceding the meeting. The agenda shall be available on the District website prior to the meeting. The superintendent and staff shall compile appropriate documents and information to assist Board members in the meeting preparations. These materials shall be included with their agendas. The Board will make reasonable efforts to examine the pertinent information before deciding upon any issue.

The Board may place routine items on a consent agenda for a regular Board meeting, upon unanimous approval by Board members present at a committee meeting. Any member of the Board can remove items from the consent agenda prior to voting.

# BYLAWS OF THE BOARD

BCBC

## BOARD OPERATIONS PREPARATION OF AGENDA

SEPTEMBER 16, 2013

Reviewed 11/2013

The superintendent and Board president shall cooperatively determine the items of business to be included in the agenda of all Board of Education meetings. Any two members of the Board may request an item to be included on the agenda by notifying the Superintendent and Board president seven days prior to a meeting.

Agendas shall be **provided** ~~forwarded or mailed~~ to the members of the Board and other regular interested parties, including the media, no later than the Friday preceding the meeting. **The agenda shall be available on the District website prior to the meeting.** The superintendent and staff shall compile appropriate documents and information to assist Board members in the meeting preparations. These materials shall be included with their agendas. The Board will make reasonable efforts to examine the pertinent information before deciding upon any issue.

The Board may place routine items on a consent agenda for a regular Board meeting, upon unanimous approval by Board members present at a committee meeting. Any member of the Board can remove items from the consent agenda prior to voting.

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
June 14, 2021**

**TOPIC:                    Establishment of Dates for Organizational Meeting  
                                 and First Regular Meeting of 2021-2022**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District hold its annual Organizational Meeting at 6:15 p.m. on Monday, July 26, 2021, and that a Regular Board meeting be held directly following the Organizational Meeting, commencing at 6:30 p.m.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Andrea L. Oquist, Superintendent

**EXHIBITS:**

None

Off/Supt/jw