

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION**

**Regular Meeting
May 23, 2022 - 6:30 PM
Board Room
15125 Farmington Road
Livonia, Michigan 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. Recognition of National Merit Scholars**
 - B. Recognition of Livonia Robotics Sponsors and Acceptance of Gifts** **3**
 - C. District Update from the Superintendent**
 - D. Written Communications**
 - E. Response to Prior Audience Communications**
 - F. Audience Communications (limited to 15 minutes, with remainder taking place prior to HEARING FROM BOARD MEMBERS)**
- IV. CONSENT AGENDA--Items marked with an "*" will be 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.** **4**
- V. DISPOSITION OF MINUTES**
 - A. *Minutes of the Regular Meeting of May 2, 2022** **5**
 - B. *Minutes of the Special Meeting of May 9, 2022** **20**
 - C. *Minutes of the Closed Session of May 9, 2022**
- VI. INSTRUCTION MATTERS**
 - A. *Approval to Renew MHSAA Membership Resolution for 2022-2023** **21**
- VII. PERSONNEL MATTERS**
 - A. Appointment of High School Principal** **24**
 - B. Appointment of Middle School Principal** **25**
 - C. Appointment of Elementary School Principal** **26**
 - D. Appointment of Academic Services Coordinator** **27**
 - E. Teacher for Tenure** **28**
 - F. Leave of Absence** **29**
 - G. Resignations** **30**
 - H. Retirements** **31**
- VIII. BUSINESS MATTERS**
 - A. Appointment of Auditor for 2021-2022** **36**
 - B. Approval of Resolution for Wayne RESA's 2022-2023 General Fund Operating Budget** **48**

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EA	- Goals and Objectives	
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EDDA	- Special Use of School Buses	
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KEAA	- Community Activities for Students	
KEC	- Interviews with Students	
D.	Hearing from Board Members	
X.	ADJOURNMENT	

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: Gifts to Livonia Public Schools FIRST Robotics Teams

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the generous monetary and in-kind donations from the following companies, corporations and organizations to the LPS FIRST Robotics Teams for the 2021-2022 school year, for a total of \$39,500:

- \$10,500 from Bosch
- \$10,000 from Aisin
- \$5,000 from NYX
- \$3,000 from Ford Motor Company
- \$2,000 from Cooper Standard and ZF
- \$1,500 from Infineon Technologies Foundation
- \$1,000 from: 4M Industries; General Motors; HM White; Operating Engineers; Parks Maintenance; Roush; Siemens; and TomPromo
- \$500 from Kiwanis Club of Livonia
- \$6,000 from Montaplast

RATIONALE:

The monetary and in-kind donations were used by the 2021-2022 Livonia Public Schools FIRST Robotics Competition Teams (Warriors, Tyros and the three middle school FIRST Robotics teams).

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Stacy Jenkins, Administrator of Communications

EXHIBITS:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

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 2, 2022
- V.B. Minutes of the Special Meeting of May 9, 2022
- V.C. Minutes of the Closed Session of May 9, 2022
- VI.A. Approval to Renew MHSAA Membership Resolution for 2022-2023

RATIONALE:

The agenda for the Board of Education meeting has certain items designated and identified by an asterisk *. These items, identified in advance with the concurrence of all Board members present, 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
Regular Meeting
May 2, 2022**

President Burton convened the meeting at 6:33 p.m.

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

Members Absent Karen Bradford

Points of Pride Stacy Jenkins, Administrator of Communications, recognized all Board members for being MASB certified and achieving the Standard of Excellence Whole Board Award.

- MASB Awards:
- Madeline Acosta, Award of Merit
- Liz Jarvi Award of Distinction
- Standard of Excellence Whole Board Award

She also recognized Board trustee Madeline Acosta for earning the Award of Merit and Board trustee Liz Jarvis for earning the Award of Distinction.

District Update from the Superintendent Superintendent Oquist shared a presentation of activities and recognitions taking place across the District.

Written Communications None

Response to Prior Audience Communications None

Audience Communications None

Consent Agenda It was moved by Mr. Centers 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 4, 2022
- V.B. Minutes of the Special Meeting of April 4, 2022
- V.C. Minutes of the Closed Session of April 4, 2022

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

Appointment of Churchill High School Athletic Director

It was moved by Mr. Johnson and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Casey Conway as the Athletic Director of Churchill High School, effective July 1, 2022.

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

Appointment of Franklin High School Athletic Director

It was moved by Mrs. Bonifield and supported by Mr. Centers that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint John "Dusty" Hall as the Athletic Director of Franklin High School, effective July 1, 2022.

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

Appointment of Stevenson High School Athletic Director

It was moved by Mrs. Acosta and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Arnie Muscat as the Athletic Director of Stevenson High School, effective July 1, 2022.

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

Teacher for Tenure

It was moved by Mrs. Jarvis and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and acknowledge that tenure status has been granted to the following teacher, effective on the respective date:

Kaitlin Leffler 4/11/22

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

Leave of Absence

It was moved by Mr. Centers and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and approve the requests for a leave of absence as listed below:

Toni O'Connor 4/8/22

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

Resignation

The Board was informed of the following resignation:

Kaleigh Schilousky **4/8/22**

Retirements

It was moved by Mr. Johnson and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District adopt a resolution of appreciation for services rendered by:

Lori Komora will retire from the District on June 17, 2022, and has devoted 20 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Riley Elementary, Churchill High School, Grant Elementary, Cass Elementary, Johnson Upper Elementary, and Emerson Middle School.

John Lectka will retire from the District on June 20, 2022, and has devoted 30 years of dedicated, loyal, and outstanding service to the students of Marshall Elementary, Johnson Elementary, Hayes Elementary, Taylor Elementary, Riley Elementary, and Emerson Middle School as a teacher, principal, and Title I interventionist.

John Letavis will retire from the District on June 30, 2022, and has devoted 27.3 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian and building supervisor at Marshall Elementary, Webster Elementary, Coolidge Elementary, and Grant Elementary.

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

Approval of Technology Contractor – 2021 Bond

It was moved by Mrs. Bonifield and supported by Mr. Centers that the Board of Education of the Livonia Public Schools School District approve the recommendation from the Owner’s Representative, Plante Moran Cresa, to approve Phase 1 of the Technology Contractor bid from Digital Age Technology, Davison, Michigan in the amount of \$204,259.00, which includes contingency, and authorize the Superintendent or her designee to negotiate and execute final contracts with the recommended contractor.

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

Approval to Purchase Heated Holding Cabinets for Food and

It was moved by Mrs. Acosta and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District authorize the purchase of heated holding cabinets from Stafford-Smith, Madison Heights, Michigan in the amount of \$34,352.00.

Nutrition Services

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

**Approval of
Gymnasium
Lighting
Replacements
and Garfield
Electrical Service
Upgrade**

It was moved by Mrs. Jarvis and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District approve the bid from Great Lakes Power & Lighting, Casco, Michigan for electrical upgrades in the amount of \$741,960.00, which includes contingency, and authorize the Superintendent or her designee to negotiate and execute final contracts with the recommended contractor.

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

**Approval to
Purchase a Spray
Trailer for LCTC
Construction
Trades Classes**

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 of a Spray Trailer for use in the LCTC Construction Trades classes, from SprayWorks Equipment Group of Kent, Ohio for \$59,858.

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

**Approval to
Purchase a Dump
Trailer for LCTC
Construction
Trades Classes**

It was moved by Mr. Johnson and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District approve the purchase of a Dump Trailer for use by the Construction Trade Classes from Beck's Trailer of St. Johns, Michigan for \$34,105.00.

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

**Approval to
Purchase
Anatomy 3D
Dissection Table
for LCTC Health
Science Classes**

It was moved by Mrs. Bonifield and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District approve the purchase of an Anatomy 3D Dissection Table for use in the Health Science classes at the LCTC from Anatomage, Inc. of Santa Clara, California for \$95,810.00.

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

**Second Reading
of Board Policy
JD – Student
Code of Conduct**

It was moved by Mrs. Acosta and supported by Mr. Centers 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:

and remove the policies listed below, portions of which were incorporated into Board Policy JD:

JCDA	Student Behavior and Conduct
JCDAA	Prohibited Use of Tobacco Substances
JCDAE	Personal Communication Devices
JCDBA	Prohibiting Gang Activity

**BOARD POLICY
STUDENTS
STUDENT CODE OF CONDUCT**

**JD
MAY 2, 2022**

INTRODUCTION

The Livonia Public Schools School District is dedicated to creating and maintaining a positive learning environment for all students. All members of our educational community including students, teachers, other school and District personnel, and parents play an important role in promoting the academic growth and social development of each child. Courteous, respectful, civil, and responsible behavior fosters a positive climate in which our learning community can thrive.

This Student Code of Conduct sets forth student rights and responsibilities while at school and school-related activities, and the potential consequences for violating District policy. It defines behaviors that undermine the safety and learning opportunities for any member of the school community. When determining the consequences of student misconduct, school officials may use intervention strategies and/or disciplinary actions including exclusionary measures.

This policy covers only serious and major types of misconduct. The following rules are not to be construed as an all-inclusive list or as a limitation of the authority of school officials to deal appropriately with violations of a school building's individual rules and regulations or other types of conduct which interfere with the good order of the school environment, the proper functioning of the educational process, or the health and safety of students, even if not explicitly stated herein.

The specific prohibited acts and consequences listed below are applicable when a student is on school or District property, is on a school bus or in a vehicle being used for a school-related purpose, is at a school-sponsored activity whether or not the event is held on school premises, is enroute to or from school, and when a student's conduct at any time and place adversely affects and/or substantially disrupts the daily operations and positive climate of our schools.

PROHIBITED ACTS

Administrative intervention in a prohibited act may include the removal of a student from a class period, an in-school suspension, a reprimand, restitution, loss of recess, detention and/or work assignments before or after school, additional classroom assignments, and revocation of the privilege of attending after-school functions, special events, athletic contests, and activities.

The prohibited acts listed alphabetically below may involve disciplinary consequences ranging from an administrative warning and intervention to an

expulsion from school. Each assigned consequence of a prohibited act will be determined on a case-by-case review and the actual penalty will depend upon the nature and severity of the offense, the particular facts involved, the age of the student, the student's prior behavioral record, the persistent and/or chronic nature of the misconduct, the recommendation of school personnel, and all other circumstances deemed relevant. Inappropriate student conduct may also result in the involvement of law enforcement personnel such as the local police.

ALCOHOL, MARIJUANA, DRUGS, OR OTHER BANNED CHEMICAL SUBSTANCES

A student will not possess, use, be under the influence of, offer to buy or sell, or purport to buy or sell, a controlled substance, dangerous drug, drug paraphernalia, prescription drug, counterfeit drug, intoxicating substance, or alcohol. A student legally in possession of prescribed medication will not be in violation of this section as long as his/her use and possession of the prescribed medication is authorized at school and the student follows the required possession and use protocols as defined by the school.

BULLYING AND HAZING

Students are prohibited from engaging in bullying and hazing behaviors that interfere with another's participation in educational programs or activities by placing that person in fear of physical harm or by causing emotional distress while at school or at school-related activities. Bullying and hazing behaviors can be expressed through a variety of manners such as physical, verbal, psychological, written words, and social media posts. The Board of Education Policy JCEC also addresses bullying.

COERCION, EXTORTION, AND BLACKMAIL

A student shall not commit or attempt to commit coercion, extortion, or blackmail. A student shall not engage in the act of securing or attempting to secure money or other item of value by the use of threats and/or violence, nor shall a student, by threats and/or violence, force another person to perform an unwilling act.

DESTRUCTION OF SCHOOL OR PERSONAL PROPERTY

A student shall not cause or attempt to cause damage or vandalism to school property or personal property of others.

DISRUPTION OF SCHOOL OPERATIONS

A student shall not by any type of conduct (violence, force, noise, coercion, threat, intimidation, fear, passive resistance, etc.) intentionally cause the disruption or obstruction of any function of the school nor shall an individual engage in such conduct if such disruption or obstruction is reasonably likely to result.

Neither shall any student urge other students to engage in such conduct for the purpose of causing a disruption or obstruction if such disruption or obstruction is reasonably likely to result from that student's urging.

ELECTRONIC COMMUNICATION DEVICES

Electronic communication devices (ECDs) such as cell phones, tablets,

computers, and any/all other forms of technology will be permitted for use as approved by the classroom teacher or the building administration. Students may not use ECDs on school property or during school sponsored activities to access and/or view internet websites that are otherwise blocked or prohibited for students at school.

FALSE ALARMS

A student shall not knowingly cause a false fire alarm or other unwarranted alarm.

FALSE ALLEGATIONS

A student shall not libel, slander, or make false allegations against another student or school district employee including athletic coaches, substitute teachers, or volunteers.

FALSIFICATION OF A SCHOOL DOCUMENT

A student shall not falsify times, dates, grades, or other data on school district forms or records.

FIGHTING, ASSAULT, AND BATTERY ON ANOTHER PERSON

A student shall not physically assault or behave in such a way to cause or threaten to cause physical injury to a school employee, substitute teacher, student teacher, student, volunteer, chaperone, or other person.

FIREWORKS/EXPLOSIVES/SMOKE DEVICES

A student shall not possess, handle, or transmit any substance or device that can explode, create smoke, or is capable of inflicting bodily injury.

GANG ACTIVITY

A student shall not wear or possess any clothing, jewelry, symbol, or other object that may reasonably be perceived by any student, teacher, or administrator as evidence of membership in or affiliation with any gang. A student shall not commit any act, verbal or non-verbal (gesture, handshakes, etc.), that may reasonably be perceived by a teacher or administrator as evidence of membership in or affiliation with any gang. A student shall not commit any act, verbal or non-verbal, in furtherance of the interests of any gang or gang activity, including, but not limited to: a) soliciting others for membership in any gang or gang related activity, b) requesting any person to pay protection or otherwise intimidating or threatening any person, c) committing any other illegal act or violation of District rules or policies, or d) inciting other students to act with physical violence on any person. The term "gang" means a group of two or more persons whose purpose or activities include the commission of illegal acts or violations of this Code of Conduct, or building Student Handbook, or whose purpose or activities cause disruption or is likely to cause disruption to the educational process.

INAPPROPRIATE COMMUNICATIONS

A student will not verbally, in writing, electronically, with photographs, gestures, drawings, or other methods, direct profanity or insults toward another student or any District/school staff member or an adult volunteer.

INSUBORDINATION

A student shall not willfully ignore or refuse to comply with the reasonable directions of school personnel, including adult volunteers acting in a chaperone or supervisory capacity.

MAKING A FALSE STATEMENT

A student shall not deliberately provide false information or false evidence to any school official in an attempt to deceive.

MISCONDUCT PRIOR TO ENROLLMENT

In order to protect the health and safety of students and employees and to prevent threatened disruption to the education process, an otherwise eligible resident student may be suspended or expelled on the basis of:

- a. A prior act of misconduct committed outside of school hours and/or off school premises when the student was not enrolled in the Livonia Public Schools;
- b. A prior act of misconduct, while the student was enrolled in another district;

If the misconduct would constitute a sufficient basis for suspension or expulsion had it occurred while the student was attending the Livonia Public Schools.

OUT OF ASSIGNED AREA AND LOITERING

A student shall not leave the school building, classroom, cafeteria, campus, or any other assigned area without permission from authorized school personnel. A student will not remain or linger on school property without a legitimate purpose and/or without proper authority.

PERSISTENT DISOBEDIENCE OR MISCONDUCT

A student involved in numerous behavioral infractions over an extended period of time may be subject to progressive disciplinary consequences.

PERSONAL PROTECTION DEVICES

A student shall not possess, handle, or transmit a personal protection device such as pepper gas, mace, a stun gun, or an electronic shock device capable of inflicting bodily injury or causing physical discomfort to another person.

RECORDING WITHOUT PERMISSION

A student shall not record by any means (i.e., audio, video, or digital, etc.) any student or school personnel without the expressed permission of the person recorded.

SEXUAL HARASSMENT

A student will not use words, pictures, objects, gestures, or other actions relating to sexual activity or a person's gender that cause embarrassment, discomfort, or

a reluctance to participate in school activities. A student shall not make unwelcomed sexual advances, request sexual favors or engage in unwelcomed verbal communication, inappropriate touching, or physical conduct of a sexual nature with or toward any other student, school district personnel, or adult volunteers.

SMOKING AND VAPING

A student shall not smoke or use electronic smoking devices, use tobacco or alternative cigarette options, or possess any substance containing tobacco or nicotine on school and district property, including all activities or events off school grounds and supervised by school officials.

THEFT OF SCHOOL OR PERSONAL PROPERTY

A student shall not steal or attempt to steal school or personal property. A student shall not be in possession of stolen property.

VERBAL ASSAULT

A student shall not commit a verbal assault on a student, teacher, or other school personnel. Verbal assault means spoken words, written words, or behavior that, in the judgment of the building administration, would reasonably put another in fear of physical or emotional distress or damage to property.

VIOLATION OF A SCHOOL'S STUDENT HANDBOOK

A student shall not commit or participate in any conduct or act prohibited by a school's Student Handbook and other school rules and regulations.

VIOLATION OF LIVNET USAGE

A student shall not violate or attempt to violate District policies, procedures, or school Student Handbook regulations regarding the use of district computers, personal computers, networks, and telephone systems. Violations of any of the rules and responsibilities of the LIVNET policies may result in a loss of access and privileges to technology devices and computer usage, and may result in other disciplinary or legal actions including restitution.

WEAPON LOOK-ALIKES

A student shall not possess, use, sell, or distribute a toy gun, a look-a-like weapon, or a replica weapon without the prior approval of a building administrator.

MAJOR OFFENSES

The prohibited acts listed below are generally codified as illegal acts and will typically involve law enforcement personnel such as the local police. In most instances of a major offense, the student will be scheduled for a disciplinary hearing.

ARSON

A student shall not burn or attempt to burn any tangible property or intentionally set a fire on school property or cause or attempt to cause an explosion on school

property. A student shall not commit an act of arson as prohibited by MCL 750.71 through MCL 750.80.

CRIMINAL ACTS

A student shall not commit or participate in any conduct or act defined as a crime by state law or local ordinance. A student may be suspended or expelled from school based upon conduct that takes place off school grounds and/or outside of the regular school day. Although the legal system may not have yet adjudicated legal charges, if the description of the conduct fits the definition of a crime, or an arrest and legal charges are in process through a law enforcement agency, the District's threshold to enforce exclusionary disciplinary consequences has been satisfied and fulfilled.

PHYSICAL ASSAULT

A student shall not physically assault another person. 'Physical assault' means intentionally causing or attempting to cause physical harm to another through force or violence. An act of physical assault is differentiated from fighting in that a physical assault is a one-sided attack on another person often resulting in bodily harm.

SEXUAL ASSAULT AND CRIMINAL SEXUAL CONDUCT

Students shall not engage in sexual acts of any kind, consensual or otherwise, in any school building or district property or at any school-sponsored activity. A student shall not sexually assault another person. 'Sexual assault' means forcing or coercing an individual to engage in non-consensual sexual contact. A student who is convicted of, or a juvenile who is adjudicated for, a violation of MCL 750.520b, 520c, 520d, 520e, or 520g and who is a student at a school in this state is prohibited from doing either of the following:

- a. attending the same school building that is attended by the victim of the violation.
- b. utilizing a school bus for transportation to and from any school if the individual or juvenile will have contact with the victim during use of the school bus.

THREATS OF VIOLENCE

A student shall not make a threat directed toward students or staff, or toward a school building, other school property, or a school-related event that, in the judgment of building administration, would reasonably put students and other school personnel in fear of harm or personal injury. Threats of violence may originate from anyplace and at anytime, and may include, but are not limited to, references of a gun, rifle, bomb, incendiary device, or other weapon.

WEAPONS AND DANGEROUS INSTRUMENTS

A student shall not possess, handle or transmit a knife, blackjack, baton, martial arts device, paintball or splat gun, or other object or instrument that can be considered a weapon or is capable of inflicting bodily harm. A dangerous weapon means a firearm, dagger, dirk, stiletto, knife with a blade over three inches in length, pocketknife opened by a mechanical device, iron bar, or brass knuckles [MCL 380.1313].

If a dangerous weapon is found in the possession of a student while the student

is in attendance at school or a school activity or while the student is enroute to or from school on a school bus, a school administrator shall immediately report that finding to the student's parent/guardian and the local law enforcement agency [MCL 380.1313(1)]

ELEMENTS OF DUE PROCESS AND OTHER CONSIDERATIONS REGARDING DISCIPLINARY MEASURES

These procedures govern the suspension, expulsion, or permanent expulsion of a student from the school district's regular educational program. Federal law protects the educational and privacy rights of students and disciplinary consequences will not be shared beyond the student's parents or guardians.

The initial judgment that a student has engaged in a prohibited act under this Student Code of Conduct will be made by the building administrator. If a student charged with violation of this Student Code of Conduct has been returned to the regular school program pending a decision by a School District administrator, the reinstatement does not limit or prejudice the School District's right to suspend or expel the student following a decision by a superior administrator or the Board of Education.

Definitions of Disciplinary Consequences

- A short-term suspension is defined as a suspension of one (1) through ten (10) school days. A school principal has the authority to suspend a student for up to and including ten (10) school days.
- A long-term suspension is defined as a suspension ranging from eleven (11) through sixty (60) school days and requires a more formal procedural process requested by the school principal to the district-level director. The process is known as a 'Disciplinary Hearing'.
- To be 'expelled' from school refers to a suspension of over sixty (60) school days and such a ruling may only follow from a district-level Disciplinary Hearing.
- A 'permanent expulsion' refers to a suspension of a minimum of one hundred eighty (180) school days and such a ruling may only follow from a district-level Disciplinary Hearing. A 'permanently' expelled student is subject to possible reinstatement to school through a 'Petition for Reinstatement' procedure after one hundred fifty (150) school days.
- 'Restorative practice' references alternative efforts to suspension that emphasize repairing the harm to the victim and the school community caused by the pupil's misconduct.

Rebuttable Presumption and Consideration of Individual Factors

Consistent with Michigan law, the District adopts a rebuttable presumption that students should not be disciplined by the imposition of a long-term suspension (more than ten (10) school days) or expelled (more than sixty (60) school days) unless the District has determined, in its sole discretion, the presumption has been rebutted (to oppose by contrary proof) by considering each of the following seven (7) factors listed below:

1. The pupil's age;
2. The pupil's disciplinary history;
3. Whether the pupil is a student with a disability within the meaning of IDEA or ADA/Section 504;
4. The seriousness of the violation or behavior committed by the pupil;
5. Whether the violation or behavior committed by the pupil threatened the safety of any pupil or staff member;
6. Whether restorative practices will be used to address the violation or

behavior committed by the pupil; restorative practices refer to intervention strategies that emphasize repairing harm to the victim and the school community caused by a student's misconduct, and

7. Whether a lesser intervention would properly address the violation or behavior committed by the pupil.

For a suspension of ten (10) or fewer days, rebuttable presumption does not apply, but the same seven (7) factors shall be considered in a similar manner prior to a determination of disciplinary consequence. The method used for consideration of the factors is at the sole discretion of school and district administration. The seven (7) factors to be considered prior to a determination of disciplinary consequence does not apply to a student being expelled for possessing a firearm in a weapon-free school zone.

Prior to the suspension of a student, the principal/assistant principal shall investigate the incident, inform the student of the charges, and allow the student to explain his/her version of the facts. If upon conclusion of that investigation the principal determines that the student has violated school rules or District policy, the principal may impose the disciplinary action of a suspension not to exceed ten (10) school days.

A disciplinary suspension of five (5) school days or less shall be at the sole discretion of the building principal and shall not be subject to an appeal by the student, parents, or guardian. However, if the principal imposes a suspension in excess of five (5) school days but less than eleven (11) school days, the student and/or his/her parents or guardians may appeal the principal's decision to the appropriate Elementary or Secondary Director or other designee of the Superintendent. The appeal hearing will be conducted on an informal basis (usually over the telephone) and the student will be given an opportunity to state why an appeal is in order and to explain his/her version of the facts. Following the informal hearing, the appropriate Director or Superintendent designee will review the facts and make a ruling that shall be final and not subject to further review.

The Student Code of Conduct does not diminish any rights under federal law (20 U.S.C. 1400 et seq.) for a student determined to be eligible for special education programs and services. Students with an Individualized Education Program (IEP) are responsible for following the Student Code of Conduct. As a consequence of a violation of the Student Code of Conduct by a student with an IEP, specific procedures may apply.

The suspension or expulsion of a student from an extracurricular activity such as athletic participation is not covered by this Student Code of Conduct and accordingly a decision of student suspension from extracurricular activities is solely within the discretion of the building administration. In addition, disciplinary consequences in the nature of an in-school suspension or exclusion of a student from class, or in the nature of a written reprimand, detention, and/or work assignment before or after school, additional classroom assignments, etc., is also solely within the discretion of the building administration and is not covered by this Student Code of Conduct.

DISCIPLINARY HEARINGS FOR SUSPENSIONS OF ELEVEN (11) OR MORE SCHOOL DAYS

Step 1. If after an investigation into student misconduct, the building principal determines a suspension for eleven (11) or more school days or expulsion is warranted, and the appropriate district-level administrator concurs with the

principal's decision, the student and the parents or guardian shall be notified (usually via electronic message) of:

- a. the charges against the student
- b. the recommended disciplinary action
- c. the fact that a hearing will be held before an impartial school employee
- d. the time, place, location, procedures to be followed at the hearing, and their right to attend and participate in the hearing
- e. the right to appeal any adverse decision of the Hearing Officer if the suspension is for more than twenty (20) days.

If the district-level administrator decides that the student's presence in school would present a danger to other students, school personnel, or a disruption to the educational environment of the school, then the student shall be suspended pending a disciplinary hearing and a ruling of a Hearing Officer. If the student does not present a danger as described above, the student may be returned to school pending the ruling of the Hearing Officer.

If the student is placed under suspension pending a disciplinary hearing, the appropriate district-level administrator shall appoint an impartial disciplinary Hearing Officer and provide for a hearing to take place within seven (7) school days following the initial suspension of the student.

If the student is not suspended pending a disciplinary hearing, the appropriate district-level administrator shall appoint an impartial disciplinary Hearing Officer and cause the hearing to be held within fifteen (15) school days following the completion of the principal's initial investigation. The timelines for commencement of the disciplinary hearing may be enlarged upon the request of the administrator, student, or parent.

Step 2. The disciplinary Hearing Officer's role will be to determine the truth and validity of the charges against the student and to decide upon a disciplinary consequence if a consequence is merited. A student and/or his/her parents or guardian may waive their rights to a hearing before a Hearing Officer. If a student and/or parents fail to present themselves during a scheduled disciplinary hearing, the disciplinary hearing may proceed and may result in a ruling unfavorable to the student.

The Hearing Officer's ruling shall be provided telephonically, if possible, to the student or the parents or guardian within two (2) days after the close of the hearing, and a written decision shall be scanned electronically or mailed through the USPS within four (4) days after the conclusion of the disciplinary hearing.

Step 3. If the Hearing Officer's ruling imposes a suspension of twenty (20) school days or less, the decision of the Hearing Officer shall be final and not subject to further appeal. The Hearing Officer may amend the principal's charges upon motion of the principal or amend the charges upon his/her own motion to conform to the evidence presented at the hearing. Additionally, the Hearing Officer may impose a greater or lesser penalty than that imposed or recommended by the principal. The Hearing Officer should not merely substitute his/her judgment for that of the principal's judgment. If the Hearing Officer's ruling is to impose a suspension in excess of twenty (20) school days or recommends expulsion, the student and/or his/her parents or guardian may appeal the Hearing Officer's decision to the Board of Education.

Step 4. A student may, within five (5) school days of original receipt of the Hearing Officer’s ruling to suspend in excess of twenty (20) days or to permanently expel a student, request an appeal to the Board of Education. The request to appeal shall be in writing and contain the petitioner’s reasoning for appeal. The Board of Education may grant or deny the request for an appeal. If granted, the appeal will be heard in open or closed session, as elected by the parent. The Superintendent, or a designee, shall notify the student and parents of the time, place, location, and procedures to be followed at the Board of Education hearing and shall determine, based upon the record made before the Hearing Officer, whether the student should be suspended pending a ruling of the Board of Education.

The Board, not later than at its next regular public meeting following the appeal hearing, if feasible, shall issue a ruling and shall, within seven (7) days following the BOE hearing, make communication to the student, parents, or guardians, of a final decision.

The Board of Education must approve a Hearing Officer’s ruling to permanently expel a student. If the Hearing Officer’s ruling is for a student expulsion and the student and/or his/her parents or guardians do not request an appeal hearing before the Board of Education, the Board of Education will still make the final decision on expulsion at a voting Board of Education meeting. Permanent expulsion requires Board of Education approval. In that case, the Board of Education ruling will be based upon information submitted to it by appropriate school officials and a formal hearing will not be allowed for the student and parents or guardian.

If the Hearing Officer’s ruling is to impose a suspension of twenty (20) school days or more and the student and parents or guardians do not request a timely appeal hearing before the Board of Education, then the decision of the disciplinary Hearing Officer shall be final and not subject to further appeal. During any suspension, the suspended student will not be permitted on any school property, in any school building, or admitted to any school function.

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

First Reading of Board Policies:

FDB – Long-Range Needs Determination

FDC – Naming Facilities

The Policy Committee has reviewed the proposed revisions for the policies below, which will be brought to the next Regular Board meeting for a second reading and possible adoption.

**BOARD POLICY
 FACILITY EXPANSION PROGRAM
 LONG-RANGE NEEDS DETERMINATION**

**FDB
 JUNE 20, 1988
 Reviewed 2/2014**

The Board of Education authorizes the sSuperintendent to gather information as to long-range facility needs of the dDistrict. The sSuperintendent or his/her designee may utilize the services of those consultants, such as city, county or regional planners, or private consulting firms, as deemed necessary.

**BOARD POLICY
 FACILITY EXPANSION PROGRAM
 NAMING NEW FACILITIES**

**FDC
 JUNE 20, 1988
 Reviewed 2/2014**

The names-of renaming of any current school and the naming of all new schools shall be designated by the Board of Education. In general, the name used shall be that of a deceased American person.

Elementary Schools: Presidents, justices of the United States Supreme Court,
and United States secretaries of state
 Middle Schools: Poets
 High Schools: Poets, statesmen, philosophers, scientists

A portion of a school facility may be named for a deceased person with the approval of the Superintendent or his/her designee.

First Reading for Removal of Policy KBB – School-Sponsored Information

The Policy Committee has reviewed the proposed removal for the policy below, which will be brought to the next Regular Board meeting for a second reading and possible approval to remove this policy.

~~BOARD POLICY
 GENERAL PUBLIC RELATIONS
 SCHOOL-SPONSORED INFORMATION~~ **KBB
 JUNE 20, 1988**

~~Publications prepared by individual elementary and secondary schools shall serve to inform students and parents about the activities of the school.~~

Approval for Board Members to Participate in Virtual MASB Communications & Marketing Conference

It was moved by Mr. Johnson and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District approve Board Trustees participation in the May 18-19, 2022, Virtual MASB Communications & Marketing Conference, at a cost of \$180 per person (Madeline Acosta, Karen Bradford, Colleen Burton, Mark Johnson) for a total cost of \$720.

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

Adjournment

President Burton adjourned the meeting at 8:42 p.m.

Off/Supt/jw

**MINUTES
BOARD OF EDUCATION
Livonia Public Schools
Special Meeting
May 9, 2022**

President Burton convened the special meeting at 5:03 p.m.

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

Members Absent: None

Audience Communications None

Recess to Closed Session for Consideration of Written Legal Opinion from Counsel It was moved by Mr. Johnson and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District recess to closed session to: **consider a written legal opinion from counsel.**

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

The Board recessed to closed session.

Adjournment President Burton adjourned the meeting at 6:20 p.m.

Off/Supt/jw

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: Approval to Renew MHSAA Membership Resolution for 2022-23

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 2022-23 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:ms

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, 2022 — through July 31, 2023

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 2022-23 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, 2022 and shall remain effective until July 31, 2023, 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 _____, 2022, and is so recorded in the minutes of the meeting of the said Board/Governing Body.

Livonia Public Schools
(Governing Body Name)
15125 Farmington Rd.
(Address)
Livonia 48154
(City & Zip Code)

Board Secretary Signature
or Designee
 Check if Designee

(Contact E-mail)

Schools Which Are To Be MHSAA Members During 2022-23

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. _____

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

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 2022-23 7th and 8th-grade enrollment _____
 Provide anticipated 2022-23 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 2022-23 7th and 8th-grade enrollment _____
 Provide anticipated 2022-23 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 2022-23 7th and 8th-grade enrollment _____
 Provide anticipated 2022-23 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.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: Appointment of High School Principal

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Kristen Quesada as the Principal at Churchill High School, effective July 27, 2022.

RATIONALE:

We believe Ms. Quesada is the most qualified person for the position of Principal at Churchill High School and recommend the Board's approval of this appointment.

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
May 23, 2022**

TOPIC: **Appointment of Middle School Principal**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Roger Opsommer as the Principal at Holmes Middle School, effective August 4, 2022.

RATIONALE:

We believe Mr. Opsommer is the most qualified person for the position of Principal at Holmes Middle School and recommend the Board's approval of this appointment.

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
May 23, 2022**

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 Jennifer Wilson as Principal at Buchanan Elementary beginning August 15, 2022.

RATIONALE:

We believe Ms. Wilson is the most qualified for the position and recommend the Board's approval.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

None

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**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: **Appointment of Academic Services Coordinator**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Lindsay Rousseau as the Coordinator of Academic Services, effective August 3, 2022.

RATIONALE:

We believe Ms. Rousseau is the most qualified for the position of Coordinator of Academic Services and recommend approval of her appointment to this position.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: Granting of Tenure Status to Specified 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 has been granted to the following teacher, effective on the respective date:

<u>Name</u>	<u>Date</u>
Jane Goff	May 24, 2022

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 recommendations of building principals, this individual has achieved tenure status with the Livonia Public Schools.

RESOURCE PERSONNEL:

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

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: **Leave of Absence**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and approve the request for a leave of absence as listed below:

<u>Name</u>	<u>Date effective</u>
Jody Stowell	2022-2023 school year

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
May 23, 2022**

TOPIC: Resignations

RECOMMENDATION:

As authorized in the Board of Education motion of June 14, 2021, the following resignations have been accepted by the Superintendent:

<u>Name</u>	<u>Date Effective</u>
Emily Birchler	June 20, 2022
Sydney Lovett	June 20, 2022

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: Resolution 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 services rendered by:

**Kelly Bauer
Denise Collins-Robison
Sandra Coyne
Molly David
Debra Fosgard
Marion Killebrew-Sexton
Kimberly Mozurkewich**

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

Attached resolutions

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

RESOLUTIONS

Kelly Bauer

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Kelly Bauer will retire from the district on June 17, 2022; and,

WHEREAS, Kelly Bauer has devoted 28 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional in the Head Start Program and at Bentley Center, Perrinville Early Childhood Center and in the Franklin Transition Program; 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 Kelly Bauer for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

Denise Collins-Robison

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Denise Collins-Robison will retire from the district on June 30, 2022; and,

WHEREAS, Denise Collins-Robison has devoted 14 years of dedicated, loyal, and outstanding service to the students of Cass Elementary and Rosedale Elementary as an elementary support 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 Denise Collins-Robison on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Sandra Coyne

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Sandra Coyne will retire from the district on June 24, 2022; and,

WHEREAS, Sandra Coyne has devoted 28 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary at Grant Elementary, Hoover Elementary, Cass Elementary, Garfield Elementary and Randolph Elementary; 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 Sandra Coyne for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

Molly David

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Molly David will retire from the district on June 30, 2022; and,

WHEREAS, Molly David has devoted 24 years of dedicated, loyal, and outstanding service to the students of Franklin High School and 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 Molly David on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Debra Fosgard

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Debra Fosgard will retire from the district on June 15, 2022; and,

WHEREAS, Debra Fosgard has devoted 11.8 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Perrinville Early Childhood Center and 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 Debra Fosgard for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

Marion Killebrew-Sexton

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Marion Killebrew-Sexton will retire from the district on June 20, 2022; and,

WHEREAS, Marion Killebrew-Sexton has devoted 15 years of dedicated, loyal, and outstanding service to the students of Churchill High School, Emerson Middle School and Frost Middle 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 Marion Killebrew-Sexton on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Kimberly Mozurkewich

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Kimberly Mozurkewich will retire from the district on June 24, 2022; and,

WHEREAS, Kimberly Mozurkewich has devoted 22 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a clerk and secretary at Grant Elementary, Nankin Mills Elementary, Garfield Elementary, Randolph Elementary, Food Service Department and Riley Upper Elementary; 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 Kimberly Mozurkewich 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
May 23, 2022**

TOPIC: **Appointment of Auditor for 2021-2022**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools appoint the firm of Plante Moran to audit and prepare the financial statements for Livonia Public Schools for the 2021-2022 school year.

RATIONALE:

State law mandates an annual, outside financial audit for all school districts.

BUDGETARY INFORMATION:

Plante Moran's fee for the 2020-2021 school year was \$48,200. Plante Moran's estimated fee for the 2021-2022 school year is \$50,200 plus \$1,500 for the implementation of GASB 87, Leases. The fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by delays in engagement timing or procedures. In the event any of these issues arise, Plante Moran will discuss additional fee estimates with the district.

RESOURCE PERSONNEL:

Alison Smith, Director of Finance

EXHIBITS:

Attached

May 2, 2022

Mrs. Alison Smith
Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154

Dear Alison:

Thank you for your selection of Plante & Moran, PLLC (“PM”) to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to Livonia Public Schools (“Client”).

Scope of Services

We will audit Client’s basic financial statements and federal awards as of and for the year ended June 30, 2022.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplementary information, and related notes including preparation of adjustments to present governmental activities on a full accrual basis. We will also assist you in drafting the Data Collection Form (DCF). This assistance is considered a non-audit service and you agree to the contemporaneous provision of these audit and non-audit services.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

Timing of Services

We expect to begin fieldwork for this engagement at your offices for interim procedures in June 2022. We anticipate that our on-site audit work will end in September 2022 and that our report will be issued by November 1, 2022.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expends at our current hourly rates. We estimate that our fee for this engagement will be approximately \$50,200, plus all reasonable and necessary travel and out-of-pocket costs incurred. Payments are due as follows:

June 30, 2022	\$14,000
August 31, 2022	\$28,000
Upon issuance of report	Remaining balance, plus any necessary final adjustments

The fees for the federal program audit are based on testing two major programs under Uniform Guidance Rules. If an additional major program is required to be tested, our fees would increase by approximately \$5,500 for each additional major program.

Due to significant changes to federal grant programs as a result of the Coronavirus pandemic, any fee estimates for auditing new or existing federal grants, where final changes, interpretations or regulations from federal grantor authorities or pass through agencies have not been issued or clarified, may require additional audit time above the quoted fee to be incurred. In the event this arises, we will discuss these additional fee estimates with you.

Any fee estimate for the engagement does not include time related to the first year implementation of GASB 87, Leases. Our fee for any such services will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will be approximately \$1,500.

Our fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by delays in engagement timing or procedures. In the event any of these issues arise, we will discuss additional fee estimates with you.

Our fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by delays in engagement timing or procedures. This additional time will be billed at our current hourly rates.

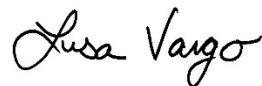
Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Lisa Vargo, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between Livonia Public Schools and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

Livonia Public Schools

Mrs. Alison Smith

Date

Title

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for audit services dated May 2, 2022 between Plante & Moran, PLLC (referred to herein as “PM”) and Livonia Public Schools (referred to herein as “Client”).

1. **Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements, the schedule of federal awards, and the data collection form in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America when required and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client’s underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, the schedule of federal awards, and the data collection form, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, Client will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within Client from whom PM determines it necessary to obtain audit evidence.

Client represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, full accrual (GASB 34) entries, supplementary financial information, related notes, schedule of federal awards, and the data collection form. Management accepts full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, full accrual (GASB 34) entries, supplementary financial information, related notes, schedule of federal awards, or data collection form. Management is also ultimately responsible for the submission of the data collection form to the Federal Audit Clearinghouse. Client has designated Alison Smith to oversee financial statement and federal awards reporting related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, full accrual (GASB 34) entries, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM’s independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). Client represents and warrants that (a) it has provided PM any and all Independence Information existing as of the date of this Agreement, (b) that such Independence Information is accurate and complete as of the date of this Agreement, (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement, and (d) that,

Professional Services Agreement – Audit Services

after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. **Objective of an Audit of Financial Statements** – The objective of PM’s audit is the expression of an opinion on the Client financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client’s internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM’s opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor’s report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor’s report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to Client’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM’s audit will not be designed to provide assurance on the design or operating effectiveness of Client’s internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM’s attention.
6. **Audit Procedures and Limitations** – PM’s audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM’s audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM’s audit cannot guarantee that all instances of error or fraud will be identified.
7. **Government Auditing Standards** – Under *Government Auditing Standards*, PM will make some assessments of Client’s compliance with laws, regulations, and contract provisions. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate all noncompliance conditions that come to PM’s attention.

PM’s audit of Client’s federal awards will be made in accordance with auditing standards generally accepted in the United States of America; the standards applicable for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Management is responsible for corrective action on all audit findings, including preparation of a schedule of prior audit findings and corrective action plans, if necessary.

In accordance with *Government Auditing Standards*, a copy of PM’s most recent peer review report is included as an attachment to this Agreement.

8. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the

Professional Services Agreement – Audit Services

members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.

Under *Government Auditing Standards* PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the financial statements to those responsible for governance of Client. In certain situations, *Government Auditing Standards* require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.

9. **Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.
10. **Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

11. **Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client financial statements specified in this Agreement.
12. **Management Representations** – Client is responsible for the financial statements and federal awards being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

13. **Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire

Professional Services Agreement – Audit Services

financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on Client's Internet website, Client understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 14. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event Client elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, Client understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

If Client incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, Client agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 15. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 16. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, PM's working papers will be made available to federal award program representatives at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of

Professional Services Agreement – Audit Services

confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should it attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, single audit report, corrective action plan (if applicable) and report to the board of education, directly to the State of Michigan Department of Education. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 17. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this Agreement are completed.
- 18. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:
- Failure by Client to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
 - Failure by Client to complete the audit preparation work by the applicable due dates;
 - Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances, including those created by the Coronavirus pandemic and resulting market conditions;
 - Delays by Client causing scheduling changes or disruption of fieldwork; including challenges created by the Coronavirus pandemic resulting from the inaccessibility of Client personnel or records;
 - After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
 - Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
 - An excessive number of audit adjustments.

Professional Services Agreement – Audit Services

PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 19. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. Client agrees that in the event PM stops work or terminates this Agreement as a result of Client's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
- 20. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
- 21. Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
- 22. Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to COVID-19 or other infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of COVID-19 or other infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
- 23. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 24. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 25. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the

Professional Services Agreement – Audit Services

financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

- 26. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
- 27. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 28. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 29. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 30. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this Agreement transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 31. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Audit Services



Report on the Firm's System of Quality Control

To the Partners of
Plante & Moran, PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
December 27, 2019

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION
May 23, 2022**

**TOPIC: Approval of Resolution for Wayne RESA's
2022-2023 General Fund Operating Budget**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools adopt the resolution related to the General Fund Operating Budget for the 2022-2023 school year for the Wayne County Regional Educational Service Agency ("RESA").

RATIONALE:

This is being done to be compliant with Section 380.624 of the Revised School Code.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Alison Smith, Director of Finance

EXHIBITS:

Attached

kv

Wayne County Regional Educational Service Agency ("Wayne RESA")
2022-2023
General Fund Operating Budget
RESOLUTION

A regular meeting of the Board of Education of the Livonia Public Schools District was held at the Administration Office on May 23, 2022, at 6:30 pm.

Members present were: _____

The following preamble and resolution were offered by Member _____ and seconded by Member _____

WHEREAS:

This Board received the Wayne RESA General Fund Operating Budget on or before May 1, 2022; and

WHEREAS:

In accordance with Section 380.624 of the Revised School Code, this Board must now adopt a resolution expressing its support or disapproval of the proposed Wayne RESA budget, and must submit to the Wayne RESA Board any specific objections and/or proposed changes the Board may have to the budget prior to June 1, 2022

THEREFORE, BE IT RESOLVED THAT:

Please check one of the following options:

The Wayne RESA General Fund Operating budget for the 2022-2023 school year be supported, and that the Secretary of the Board is hereby directed to submit a copy of this resolution to the Secretary of the Wayne RESA Board of Education, along with comments.

OR

The Wayne RESA General Fund Operating budget for the 2022-2023 school year be disapproved (for reasons attached hereto), and that the Secretary of the Board is hereby directed to submit a copy of this resolution to the Secretary of the Wayne RESA Board of Education, along with any specific objections or proposed changes to the budget.

The undersigned duly qualified and acting Secretary of the Board of Education of Livonia Public Schools School District, Livonia, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on May 23, 2022, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Signed:

Karen Bradford
Secretary, Board of Education



2022

2023

WAYNE RESA | SERVICE
LEADERSHIP
COLLABORATION
EXCELLENCE
Leading... Learning for All

PRELIMINARY BUDGET

Wayne RESA

From Wayne RESA Superintendent, Daveda J. Colbert, Ph.D.

April 28, 2022

Dear Superintendents and Board of Education Members:

This budget package reflects the projected financial profile of the Wayne County Regional Educational Service Agency's operations for fiscal year 2022-23. This information was presented to the Wayne RESA Board of Education on April 20, 2022 for review and discussion. A hearing for constituent districts will be held at the May 18, 2022, Wayne RESA Board of Education meeting. The budget is also being presented for formal approval at the June 15, 2022, meeting of the Board.

As one of the 56 intermediate school districts in the State of Michigan, Wayne RESA works closely with each of our 33 local school districts to ensure that our programs and services positively impact teaching and learning. We are connecting with, and directing our services, resources and leadership to Wayne County districts and schools with the goal of making these services relevant, cost effective and focused on improving student achievement. Additionally, it is imperative that we continue to assist in targeting, maximizing, and distributing critical resources and continue to provide cost saving opportunities through collaboration, support, and economies of scale. Wayne RESA's support and expertise provided to local districts leads to clean audits, quicker resolution of issues, uninterrupted local services during periods of employee transition, and process improvements that help districts' operations run smoother, freeing up valuable time to keep the focus on improving instruction for our students.

The attached budget document provides a high level of information for your review. Additional detail is available on our website at www.resa.net under "About Us", then "Reports". Answers to many of the questions we are asked can be found in the FAQ document also posted to the report page of our website. The Wayne RESA General Fund continues to have a positive fund balance and the Wayne RESA Board of Education has taken the position that we will manage the use of our fund balance to assure stability in our services from year to year, while optimizing vital services to support our districts.

Your questions or points of interest regarding this proposed budget are invited and should be directed to Steve Ezikian, Deputy Superintendent at (734) 334-1450 or at ezikias@resa.net; or Tamara Dust, Executive Director of Finance and Compliance, at (734) 334-1579 or at dustt@resa.net.

Of course, you are always encouraged to contact me directly if you have any additional questions or comments about any aspect of Wayne RESA.

Sincerely,



Daveda J. Colbert, Ph.D.
Superintendent



Who We Are and What We Do



Wayne RESA is a regional educational service agency that provides a wide variety of services to children, families and communities. We coordinate many of our programs with Wayne County's 33 public school districts and 99 public school academies. We also provide services to local and intermediate school districts in other parts of the state.

The services Wayne RESA provides range from curriculum consulting, leadership and content coaching, and staff development, to helping districts maximize technology in the classroom and in their business and administrative operations. Wayne RESA's services save taxpayers millions of dollars annually and enable districts to concentrate more time, money, and energy on the direct education of students.

With a projected budget of over \$516.5 million, Wayne RESA's budget includes more than \$432.5 million that

is distributed to local districts and agencies to cover the costs related to special education, Medicaid, the enhancement millage, and other special projects and grant-funded initiatives.

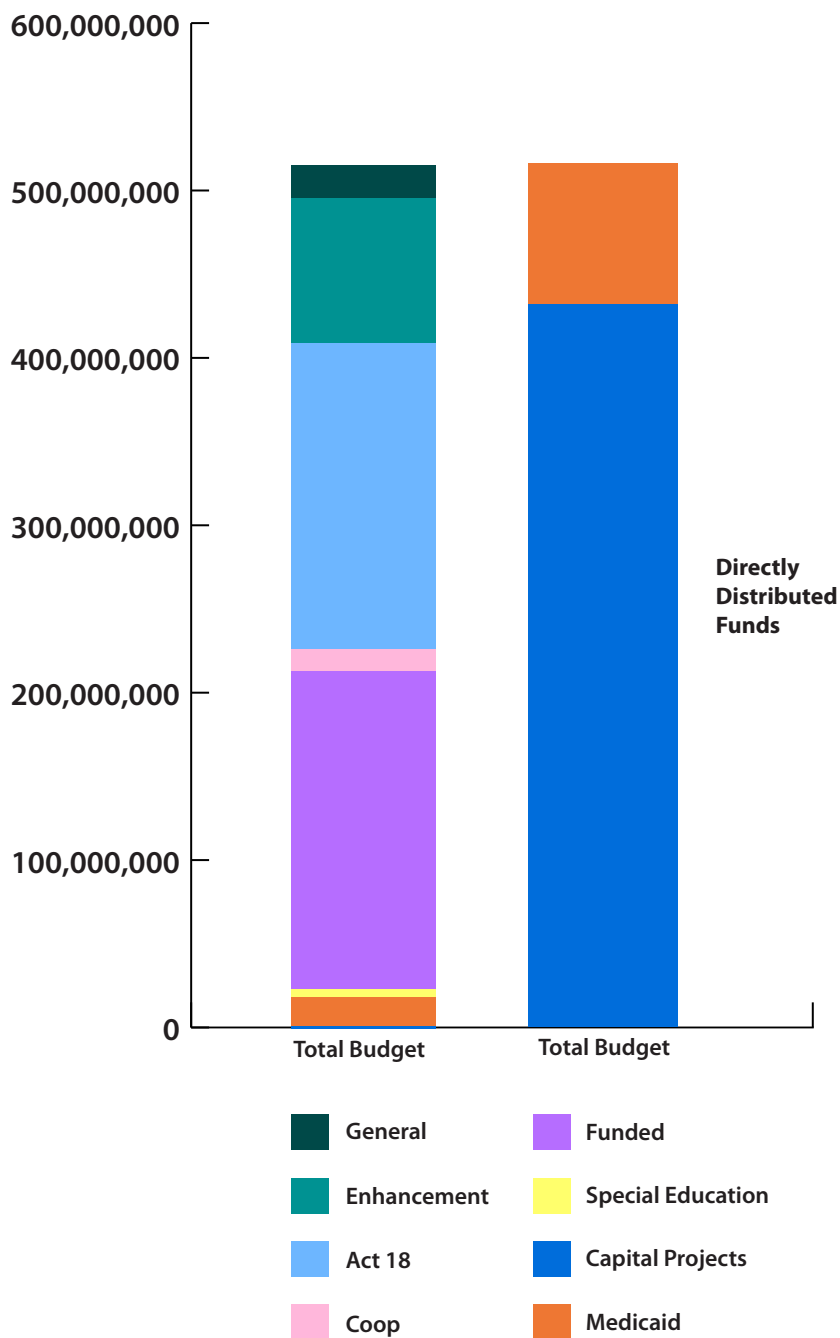
The Preliminary Budget reflects the expected revenues and planned expenditures for the 2022-2023 fiscal year. While projections are as precise as available information will permit, it is anticipated that adjustments will be necessary during the coming year.

The Preliminary Budget provides a comprehensive financial profile of all of the funds of Wayne RESA, as well as supplementary information to promote a more complete understanding of WRESA's financial structure. Each of the individual funds include a brief description of their purpose, and in the case of the General Operating Fund and the Cooperative Fund, are followed by links to detailed budgets for each cost center.



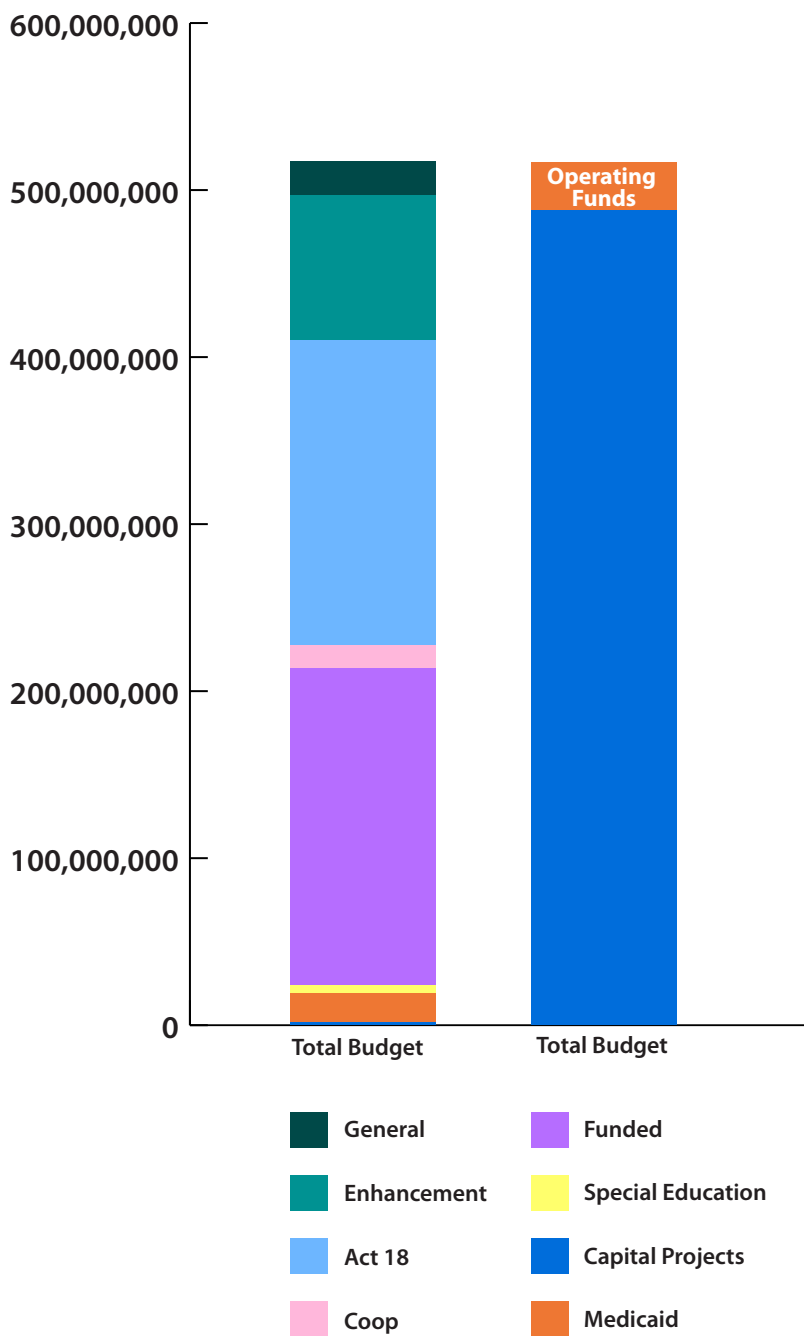
Wayne RESA 2022-23 Budget

Wayne RESA's total budget across all funds is over \$516.5 million. Of this, \$432.5 million is directly distributed to schools.



Wayne RESA 2022-23 Budget

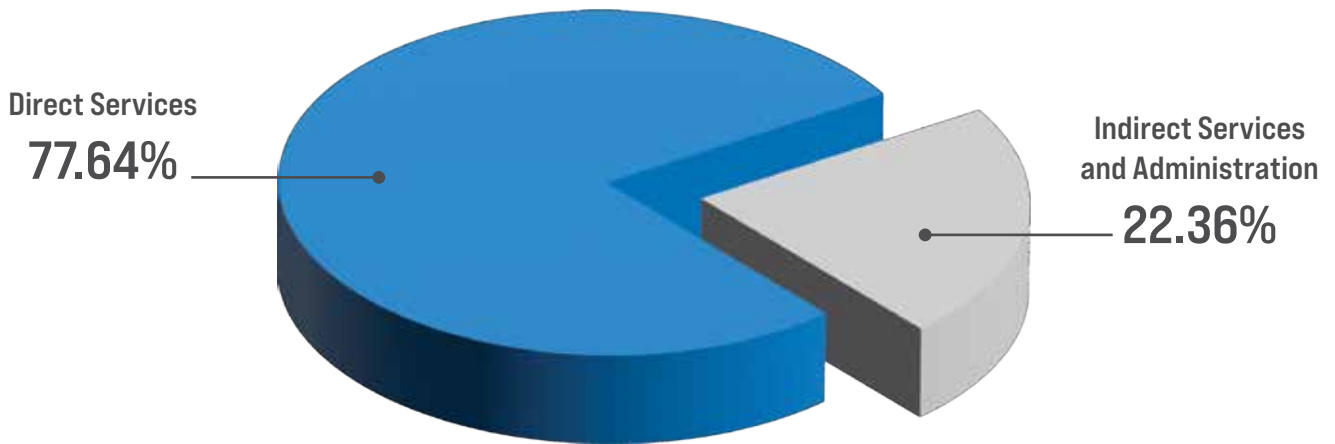
Wayne RESA's Operating Funds, the General and Cooperative Funds, represent 5% of all the Agency's expenditures.



■ Budget by Service Area

Wayne RESA's Operating Expenditures are further divided into both indirect services and direct services to districts. Indirect services and administration costs account for approximately 22.36% of costs, while direct services to districts make up the remaining 77.64%.

Wayne RESA 2022-23 Operating Funds Budget by Service Area



■ General Fund

The **General Fund Operating Budget** is established to record and report all financial transactions of the Agency except those required by law to be entered in other funds.

	2021-22 Approved Budget	2022-23 Proposed Budget
Beginning Fund Balance	\$16,665,745	\$16,648,045
Revenues		
Local Sources	\$4,988,200	\$4,899,400
State Sources	12,807,500	12,930,200
Incoming Transfers – Other Governmental Agencies	482,300	445,500
Incoming Transfers – Other Funds	1,150,000	1,050,000
Total Revenues	\$19,428,000	\$19,325,100
Expenditures		
Salaries	\$6,626,600	\$6,693,800
Employee Benefits	4,113,200	4,305,300
Purchased Services	1,643,300	1,727,100
Supplies and Materials	410,000	426,000
Capital Outlay	488,000	488,000
Other Expenses	111,200	113,700
Outgoing Transfers – Other Governmental	239,500	239,500
Other Funds	5,813,900	6,062,900
Total Expenditures	19,445,700	20,056,300
Ending Fund Balance	\$16,648,045	\$15,916,845

See the [General Fund Program details](#).

■ Enhancement Millage Fund

The Wayne County schools **enhancement millage** was re-approved by voters in November of 2020 to levy two mills on all properties within the school districts in Wayne County. This millage is fully distributed as collected to the 33 school districts of Wayne County and eligible Public School Academies. It can be used for all allowable school expenditures.

	2021-22 Approved Budget	2022-23 Proposed Budget
Beginning Fund Balance	\$0	\$0
Revenues		
Local Sources	86,100,000	86,900,000
State Sources	0	0
Incoming Transfers – Other Governmental Agencies	0	0
Incoming Transfers – Other Funds	0	0
Total Revenues	\$86,100,000	\$86,900,000
Expenditures		
Salaries	\$0	\$0
Employee Benefits	0	0
Purchased Services	0	0
Supplies and Materials	0	0
Capital Outlay	0	0
Other Expenses	0	0
Outgoing Transfers – Other Governmental	86,100,000	86,900,000
Other Funds	0	0
Total Expenditures	\$86,100,000	\$86,900,000
Ending Fund Balance	\$0	\$0

■ Act 18 Fund

Act 18 monies are collected and distributed by WRESA primarily to reimburse center program operating districts for allowable added costs. In 2002 an additional 1.5 mill was approved by voters increasing the total authorized millage to 3.5 mill. Act 18 monies are completely segregated from all other WRESA accounts and are distributed according to a county-wide plan recommended by constituent districts and approved by the WRESA Board of Education.

	2021-22 Approved Budget	2022-23 Proposed Budget
Beginning Fund Balance	\$277,047,378	\$267,900,278
Revenues		
Local Sources	145,595,000	145,340,000
State Sources	39,211,500	39,210,000
Incoming Transfers – Other Governmental Agencies	450,000	500,000
Incoming Transfers – Other Funds	5,500,000	5,600,000
Total Revenues	\$190,756,500	\$190,650,000
Expenditures		
Salaries	\$0	\$0
Employee Benefits	0	0
Purchased Services	532,000	540,500
Supplies and Materials	129,000	149,000
Capital Outlay	1,500,000	155,000
Other Expenses	0	0
Outgoing Transfers – Other Governmental	195,206,900	179,158,600
Other Funds	2,535,700	2,673,400
Total Expenditures	\$199,903,600	\$182,676,500
Ending Fund Balance	\$267,900,278	\$275,873,779

■ Cooperative Education Fund

The **Cooperative Education Fund** is established to record and report the revenues and expenditures derived from providing services to local districts, agencies and public school academies. Revenues are comprised of user fees and subsidies from the General Operating Fund. Included in this fund are the activities included in Administrative and Instructional Technology Services, Illuminate Assessment Project, Print Services, Production Services, District Field Services, and Consolidated Services.

	2021-22 Approved Budget	2022-23 Proposed Budget
Beginning Fund Balance	\$1,310,959	\$1,310,959
Revenues		
Local Sources	120,700	113,500
Incoming Transfers – Other Governmental Agencies	7,222,800	7,424,700
Incoming Transfers – Other Funds	5,455,100	5,562,000
Total Revenues	\$12,798,600	\$13,100,200
Expenditures		
Salaries	\$5,551,100	\$5,913,400
Employee Benefits	3,632,700	3,914,100
Purchased Services	2,759,200	2,760,300
Supplies and Materials	589,000	587,500
Capital Outlay	112,000	112,000
Other Expenses	151,300	209,600
Outgoing Transfers – Other Governmental	0	0
Other Funds	3,300	3,300
Total Expenditures	\$12,798,600	\$13,500,200
Ending Fund Balance	\$1,310,959	\$910,959

See the [Cooperative Fund details](#).

■ Funded Projects Fund

The **Funded Projects Fund Operating Budget** is established to record and report all financial transactions of a combination of grants and initiatives that support General Education and Special Education activities.

	2021-22 Approved Budget	2022-23 Proposed Budget
Beginning Fund Balance	\$ (98,346)	\$ -0-
Revenues		
Local Sources	1,255,200	487,000
State Sources	113,495,246	90,584,300
Federal Sources	157,217,000	97,100,100
Incoming Transfers – Other Governmental Agencies	2,983,400	1,993,100
Incoming Transfers – Other Funds	0	0
Total Revenues	\$274,950,846	\$190,164,500
Expenditures		
Salaries	\$8,060,900	\$5,575,200
Employee Benefits	5,294,000	3,661,500
Purchased Services	31,844,100	22,024,400
Supplies and Materials	3,771,500	2,608,500
Capital Outlay	12,400	8,600
Other Expenses	486,900	336,800
Outgoing Transfers – Other Governmental	223,136,900	154,198,500
Other Funds	2,245,800	1,751,000
Total Expenditures	\$274,852,500	\$190,164,500
Ending Fund Balance	\$ -0-	\$ -0-

■ Special Education Fund

The **Special Education Services Fund** provides consultant and staff development support for constituent districts to foster free and appropriate special education services for the eligible students with disabilities in Wayne County. The fund also includes the distribution of state and other funds to the Michigan School for the Deaf and certain other residential programs that serve Wayne County students.

	2021-22 Approved Budget	2022-23 Proposed Budget
Beginning Fund Balance	\$ -0-	\$ -0-
Revenues		
Local Sources	0	0
State Sources	1,564,500	1,600,000
Federal Sources	0	0
Incoming Transfers – Other Governmental Agencies	0	0
Incoming Transfers – Other Funds	2,860,700	2,973,400
Total Revenues	\$4,425,200	\$4,573,400
Expenditures		
Salaries	\$1,843,900	\$1,835,500
Employee Benefits	1,299,000	1,286,900
Purchased Services	82,400	632,400
Supplies and Materials	31,500	31,500
Capital Outlay	215,000	215,000
Other Expenses	5,800	5,800
Outgoing Transfers – Other Governmental	725,300	338,000
Other Funds	222,300	228,300
Total Expenditures	\$4,425,200	\$4,573,400
Ending Fund Balance	\$-0-	\$-0-

■ Medicaid Fund

The **Medicaid Fund** represents flow-through funding to the local districts of Wayne RESA for direct Medicaid-eligible services and Caring for Students programs. These programs have been made available through an agreement entered into by WRESA on behalf of the constituent districts to provide partial reimbursement for services to Medicaid-eligible special education students and eligible health and mental health services provided to general education students.

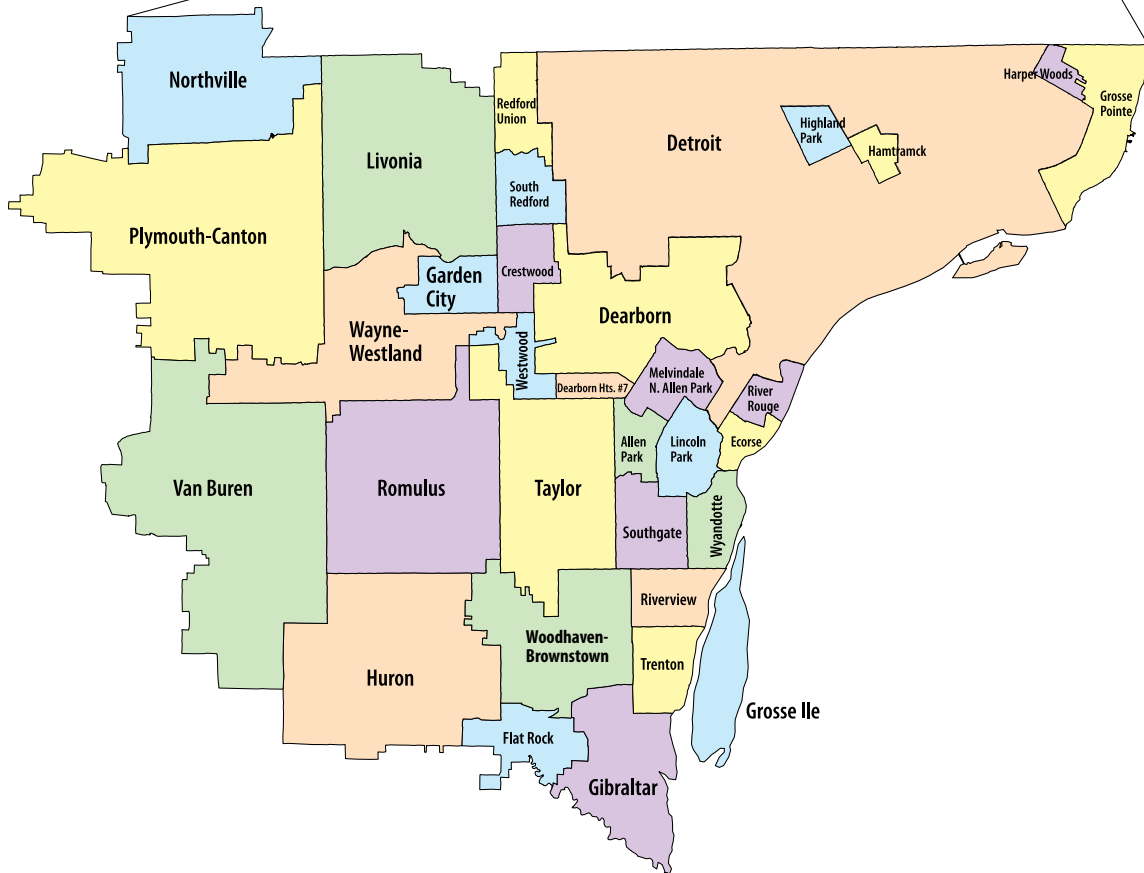
	2021-22 Approved Budget	2022-23 Proposed Budget
Beginning Fund Balance	\$-0-	\$-0-
Revenues		
Local Sources	15,729,500	17,212,000
Total Revenues	\$15,729,500	\$17,212,000
Expenditures		
Salaries	\$273,700	292,600
Employee Benefits	183,900	200,500
Purchased Services	18,600	18,600
Supplies and Materials	2,500	2,500
Capital Outlay	0	0
Other Expenses	900	900
Outgoing Transfers – Other Governmental	9,694,400	11,141,400
Other Funds	5,555,500	5,555,500
Total Expenditures	\$15,729,500	\$17,212,000
Ending Fund Balance	\$-0-	\$-0-

■ Capital Projects Fund

The **Capital Projects Fund** has been established by the Board of Education as a segregated group of accounts that are to be used for non-routine capital items. The Capital Projects Fund is funded through transfers from the General Operating Fund.

	2021-22 Approved Budget	2022-23 Proposed Budget
Beginning Fund Balance	\$1,374,309	\$1,000,309
Revenues		
Local Sources	1,000	1,000
Incoming Transfers – Other Funds	500,000	500,000
Total Revenues	\$501,000	\$1,501,309
Expenditures		
Purchased Services	0	0
Capital Outlay	\$1,325,000	\$1,487,000
Other Expenses	0	0
Total Expenditures	\$1,325,000	\$1,487,000
Ending Fund Balance	\$550,309	\$14,309





**SERVICE
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EXCELLENCE**

Wayne RESA:

33500 Van Born Road • Wayne, MI • 48184 • 734.334.1300 • 734.334.1620 FAX • www.resa.net

Board of Education:

James S. Beri • Mary E. Blackmon • Danielle Funderburg • Lynda S. Jackson • James Petrie

Daveda J. Colbert, Ph.D., Superintendent

Wayne RESA is an equal opportunity employer.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: **Approval of Cooper Abatement – 2021 Bond**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation to appoint the contract award for abatement at Cooper Upper Elementary School to Mid-Michigan Management, Okemos, Michigan, for a total cost of \$56,000.00, which includes contingency, and authorize the Superintendent or her designee to negotiate and execute final contracts on behalf of the Board of Education.

RATIONALE:

The recommendation for the 2022 Phase I asbestos abatement project will provide the necessary environmental work at Cooper Upper Elementary School in preparation for the summer renovation work.

BUDGETARY INFORMATION:

2021 Bond Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

LIVONIA PUBLIC SCHOOLS
Asbestos Abatement At Cooper Elementary Bid
Bulldog Conference Room, Central Office
11:30 a.m., 5/11/22

VENDORS BIDDING DESCRIPTION	Dore & Assoc.	Global Green	Mid-Michigan Mgt.			
GRAND TOTAL:	\$249,600.00	\$104,245.00	\$54,296.00	\$	\$	\$
BID BOND	X	X	X			
EQUAL OPPORTUNITY	X	X	X			
SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT	X	X	X			
IRAN SANCTIONS STATEMENT	X	X	X			
ADDENDUM 1	X	X	X			
FIRM REPRESENTATIVE PARTICIPATED IN MANDATORY PRE BID SITE INSPECTION						67
PRICE FIRM FOR 90 DAYS						
TERMS OF PAYMENT						
ADDITIONAL SHEETS						
COMMENTS						
RECORDED BY: Harry Lau	DATE: 5/11/22		WITNESSED BY:	Celia Davis		DATE: 5/11/22

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: Approval of Cedar Crest Milk/Dairy Purchase

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve \$94,000.00 as an addition to the original \$160,000.00 approved on October 18, 2021, for the purchase of milk and dairy supplies from Cedar Crest Dairy Inc., Hudsonville, Michigan for a total approved amount of \$254,000.00 for the 2021-2022 school year.

RATIONALE:

This will be an addition to the current open purchase order for the school year's dairy purchases for school meals. Contract pricing was obtained and approved by MDE, which satisfies the Board's bid requirements. This extension of Board approved funds is required because the District served far more dairy products throughout the school year than originally anticipated due to the federal meal waiver in which all students are eligible for a free meal.

BUDGETARY INFORMATION:

Food Service Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

None

PF/ko

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: Approval to Purchase Staff Desktop Computers – 2021 Bond

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of desktop computers from CDW-G, Vernon Hills, Illinois, in the amount of \$1,113,200.00

RATIONALE:

The proposed desktop purchase will replace desktops being currently used by teaching staff. The current desktops were originally purchased in 2014-15. This is a planned replacement cycle purchase through the 2021 Bond Initiative.

BUDGETARY INFORMATION:

2021 Bond

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko

QUOTE CONFIRMATION



DEAR TIM KLAN,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MTCH156	5/10/2022	HP AIO DESKTOPS	1271134	\$1,113,200.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
BTO HP 800 G6 I5-10500 256 16 WP Mfg. Part#: 50079262 Contract: REMC Computers & Networking 2019 (2019 C&N REMC)	1100	7021225	\$895.00	\$984,500.00
HP ESP Only HP e-Care Pack Next Business Day Hardware Support Mfg. Part#: U7899E UNSPSC: 81111812 HP 5YR 9x5xNBD Desktop Warranty Electronic distribution - NO MEDIA Contract: MARKET	1100	585482	\$89.00	\$97,900.00
NEW ITEM Mfg. Part#: NEW-ITEM White Glove Deployment - Includes storage, delivery, on-site hardware setup, and Autopilot deployment. Also includes removal and staging of old assets and trash consolidation/removal. (FULL SOW TO FOLLOW) Contract: MARKET	1100	NEW-ITEM	\$28.00	\$30,800.00

PURCHASER BILLING INFO	SUBTOTAL	\$1,113,200.00
Billing Address: LIVONIA PUBLIC SCHOOLS ACCTS PAYABLE 15125 FARMINGTON RD LIVONIA, MI 48154-5474 Phone: (734) 523-9164 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$1,113,200.00
	DELIVER TO Shipping Address: LIVONIA PUBLIC SCHOOLS ALL COVERED 30119 RESEARCH DR NEW HUDSON, MI 48165-8548 Shipping Method: UPS Ground (2- 3 Day)	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Jesse Hafterson (866) 809-9887 jesshaf@cdwg.com
70	

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$1,113,200.00	\$29,544.33/Month	\$1,113,200.00	\$34,208.64/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: Approval of Window Replacement at Grant Elementary

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation to award the contract for the replacement of windows at Grant Elementary School to Daniels Glass, Inc, Detroit, Michigan, for a total cost of \$251,105.00, which includes contingency, and authorize the Superintendent or her designee to negotiate and execute final contracts on behalf of the Board of Education.

RATIONALE:

This proposed Capital Projects Fund purchase is to replace windows at Grant that are over 25 years old. These windows have not been working properly and are beyond the point of individual repairs.

BUDGETARY INFORMATION:

Capital Funds

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached.

PF/ko

LIVONIA PUBLIC SCHOOLS
Window Replacement at Grant Elementary School Bid Tab
Bulldog Conference Room, Central Office
12:00 p.m., 5/11/22

VENDORS BIDDING DESCRIPTION	EGD Glass	Daniels Glass	Trenko Glass			
	& Door					
GRAND TOTAL:	\$330,271.00	\$239,148.00	\$264,900.00	\$	\$	\$
BID BOND	X	X	X			
EQUAL OPPORTUNITY	X	X	X			
SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT	X	X	X			
IRAN SANCTIONS STATEMENT	X	X	X			
ADDENDUM 1	X	X	X			
FIRM REPRESENTATIVE PARTICIPATED IN MANDATORY PRE BID SITE INSPECTION						73
PRICE FIRM FOR 90 DAYS						
TERMS OF PAYMENT						
ADDITIONAL SHEETS						
COMMENTS						
RECORDED BY: Harry Lau	DATE: 5/11/22		WITNESSED BY:	Celia Davis		DATE: 5/11/22

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: Approval to Purchase Soundboards for Franklin and Stevenson PAC's

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation to purchase audio equipment from Advanced Lighting and Sound, Troy, Michigan in the amount of \$78,600.00.

RATIONALE:

This purchase is to replace the soundboards at both Franklin High School and Stevenson High School, which are no longer functioning properly and are out of warranty. Due to supply chain issues, the new boards are expected to be available in January 2023.

BUDGETARY INFORMATION:

General Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached.

PF/ko

LIVONIA PUBLIC SCHOOLS
Sound Board Replacement at Franklin/Stevenson H.S. Bid
Bulldog Conference Room, Central Office
11:45 a.m., 5/11/22

VENDORS BIDDING DESCRIPTION	Advanced					
	Lighting & Sound					
GRAND TOTAL:	\$78,600.00	\$	\$	\$	\$	\$
BID BOND	X					
EQUAL OPPORTUNITY	X					
SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT	X					
IRAN SANCTIONS STATEMENT	X					
ADDENDUM 1	X					
FIRM REPRESENTATIVE PARTICIPATED IN MANDATORY PRE BID SITE INSPECTION						75
PRICE FIRM FOR 90 DAYS						
TERMS OF PAYMENT						
ADDITIONAL SHEETS						
COMMENTS						
RECORDED BY: Harry Lau	DATE: 5/11/22		WITNESSED BY:	Celia Davis		DATE: 5/11/22

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: **Approval to Purchase Copy Paper**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of copy paper from Contract Paper Group, Cuyahoga Falls, Ohio in the amount of \$35,179.20.

RATIONALE:

Contract Paper Group has been awarded the Wayne County RESA paper supply contract via a countywide bid process. This purchase is for standard 8.5 x 11 white paper and is an annual purchase from the General Fund.

BUDGETARY INFORMATION:

General Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

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

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 documents for:

**Facility Expansion Program:
FDB Long-Range Needs Determination
FDC Naming Facilities**

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policies and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of May 2, 2022.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Programs

EXHIBITS:

Attached Policies

Off/Supt/jw

BOARD POLICY

FDB

FACILITY EXPANSION PROGRAM LONG-RANGE NEEDS DETERMINATION

MAY 23, 2022

The Board of Education authorizes the Superintendent to gather information as to long-range facility needs of the District. The Superintendent or his/her designee may utilize the services of those consultants, such as city, county or regional planners, or private consulting firms, as deemed necessary.

BOARD POLICY

FDB

FACILITY EXPANSION PROGRAM LONG-RANGE NEEDS DETERMINATION

JUNE 20, 1988

Reviewed 2/2014

The Board of Education authorizes the **s**Superintendent to gather information as to long-range facility needs of the **e**District. The **s**Superintendent or **his/her** designee may utilize the services of those consultants, such as city, county or regional planners, **or private consulting firms**, as deemed necessary.

BOARD POLICY

FDC

FACILITY EXPANSION PROGRAM NAMING FACILITIES

MAY 23, 2022

The renaming of any current school and the naming of all new schools shall be designated by the Board of Education. In general, the name used shall be that of a deceased American person.

Elementary Schools: Presidents, justices of the United States Supreme Court, and United States secretaries of state

Middle Schools: Poets

High Schools: Poets, statesmen, philosophers, scientists

A portion of a school facility may be named for a deceased person with the approval of the Superintendent or his/her designee.

BOARD POLICY

FDC

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~~JUNE 20, 1988~~
Reviewed 2/2014

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**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: **Second Reading of Board Policy**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and remove Board Policy

KBB School-Sponsored Information

RATIONALE:

The Board Policy Committee has met to review Board Policy KBB and recommends its removal. The proposed removal of this policy was submitted for first reading at the Board meeting of May 2, 2022.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBITS:

Attached

Off/Supt/jw

BOARD POLICY

KBB

GENERAL PUBLIC RELATIONS SCHOOL-SPONSORED INFORMATION

JUNE 20, 1988

Publications prepared by individual elementary and secondary schools shall serve to inform students and parents about the activities of the school.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 23, 2022**

TOPIC: First Reading of Board Policies

RECOMMENDATION:

The Policy Committee has reviewed the proposed revisions for the following policies:

BCAA - Annual Organizational Meeting

EA - Goals and Objectives

EBH - Leasing and Renting

ECA - Insurance Program

EDDA - Special Use of School Buses

KC - Board/Community Relations

KEAA - Community Activities for Students

KEC - Interviews with Students

RATIONALE:

This is the first reading for these policies and is provided for Board review and possible adoption at a future meeting.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Andrea Oquist, Superintendent

Phillip Francis, Assistant Superintendent of District Services

Stacy Jenkins, Administrator of Communications

EXHIBITS:

Attached

Off/Supt/jw

BYLAWS OF THE BOARD

BCAA

BOARD OPERATIONS ANNUAL ORGANIZATIONAL MEETING

APRIL 27, 2020

The members of the Board of Education shall meet annually ~~in July~~ for the purpose of organizing the Board. ~~This shall take place during the first regular meeting of the school year,~~ with the exception of electing officers (which takes place in January). The Board shall adopt a regular monthly meeting schedule by a vote of a majority of the members at ~~the organizational~~ ~~this~~ meeting. The executive assistant for the Board of Education shall post at the main office of the Board of Education a notice of the schedule of meetings within ten days after the ~~organizational~~ meeting. Such notice shall include the name, address, and phone number of the Board office and the date, time, and location of meetings.

BOARD POLICY

EA

BUSINESS MANAGEMENT GOALS AND OBJECTIVES

JUNE 20, 1988

The business operations of the ~~school~~ ~~d~~District are essential yet auxiliary to ~~the district's~~ ~~its~~ central function of education. The Board of Education serves as trustee of school facilities and supervisor of school business operation for the purpose of providing the facilities and services supporting the educational program.

In the operation and maintenance of the school plant, equipment, and services, the ~~school~~ ~~d~~District shall maintain high standards of safety, promote the health of students and staff, reflect the aspirations of the community, and support the efforts of the staff to provide good instruction.

CROSS REF.: Shared Vision

Reviewed 2/2014

BOARD POLICY

EBH

BUSINESS MANAGEMENT LEASING AND RENTING

NOVEMBER 13, 2017

The Board of Education may enter into agreements to:

1. Lease school property or buildings to outside agencies and organizations; or
2. Lease buildings or real property for use by the ~~School~~ District

CROSS REF.: DFG – Fees, Payments, and Rentals
 KG – Community Use of School Facilities

BOARD POLICY

ECA

BUSINESS MANAGEMENT INSURANCE PROGRAM

~~JUNE 20, 1988~~

The ~~s~~Superintendent is directed to make recommendations to the Board of Education for insurance program(s) as needed.

~~Reviewed 2/2014~~

CROSS REF.: Master Agreements: AFSCME; LCEA; LEA; LEADS; LPA; LSA, SEALS
EG-Insurance Management Section

LEGAL REF.: MCL 380.1269; 691.1405; *et seq.* (Legal References Updated 3/12/07)

BOARD POLICY

EDDA

BUSINESS MANAGEMENT SPECIAL USE OF SCHOOL BUSES

~~MAY 19, 2014~~

The Board will maintain a fleet of school ~~district~~ buses. Use of these buses is limited to the following:

1. Transporting students to the various educational programs of the Livonia Public Schools School District.
2. Transportation of non-public school students as required by law.
3. Transportation in support of field trips, activity programs, athletic programs, or other school related or school sponsored activities.
- ~~4. Transportation for activities sponsored and approved by the Department of Community Education Services.~~
- ~~5.4.~~ Transportation for other school districts or local governmental agencies on emergency basis as approved by the superintendent.

Loaning, renting, leasing or otherwise making the District's school ~~district~~ buses available to the general public or other agencies is not permitted.

BOARD POLICY

KC

GENERAL PUBLIC RELATIONS BOARD/COMMUNITY RELATIONS

~~FEBRUARY 12, 2018~~

It is the policy of the Board of Education that the community be regularly informed about the ~~goals, objectives,~~ achievements, value, and condition of the School District. The Board of Education shall promote public confidence in the School District.

Board members shall:

- Act in the interests of the entire community.
- Maintain a cooperative working relationship with professional and community groups and others interested in public schools.
- ~~Share publicly~~ Communicate to the community the result of formal Board action.
- Communicate to other Board members and the ~~s~~Superintendent expressions of public reaction to Board policies and school programs.

LEGAL REF.: MCL 15.231

BOARD POLICY

KEAA

GENERAL PUBLIC RELATIONS
COMMUNITY ACTIVITIES ~~BY~~ **FOR** STUDENTS

~~JUNE 20, 1988~~

The use of non-school facilities for student activities must be recommended by school or District leadership and have the prior approval of the Superintendent or designee.

BOARD POLICY

KEC

GENERAL PUBLIC RELATIONS INTERVIEWS WITH STUDENTS

~~JUNE 20, 1988~~

Student questionnaires, focus groups, and or interviews requested by outside persons or organizations must receive prior approval of the Superintendent or designee.

CROSS REF.: LDA – Local Government