

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**Committee of the Whole  
June 6, 2022 - 6:30 PM  
Board Room  
15125 Farmington Road  
Livonia, Michigan 48154**

**AGENDA**

- I. AUDIENCE COMMUNICATIONS**
- II. COMMITTEE OF THE WHOLE**  
Burton, Chair; Acosta, Bonifield; Bradford; Centers; Jarvis; Johnson
- III. CURRICULUM COMMITTEE**  
Acosta, Chair; Bonifield; Bradford
  - A. P.A. 48 End-of-the-Year Goals** **2**  
T. O'Brien
  - B. Textbook Purchases** **3**
    - Pear Deck
    - Upper and Middle School Math
    - PreCalculus
    - Economics
    - AP U.S. History
    - Spanish Level IIIT. O'Brien
- IV. FINANCE COMMITTEE**  
Bonifield, Chair; Acosta; Jarvis
  - A. Budget Update** **36**  
A. Smith
- V. BUILDING & SITE COMMITTEE**  
Centers, Chair; Bradford; Johnson
  - A. Approval of 2022-23 Lease Renewals** **50**  
P. Francis
  - B. Approval of LCTC/Robotics Bid Results** **79**  
P. Francis
- VI. POLICY COMMITTEE**  
Johnson, Chair; Bonifield; Jarvis
- VII. PERSONNEL COMMITTEE**  
Bradford, Chair; Centers; Johnson
- VIII. LEGISLATIVE COMMITTEE**  
Jarvis, Chair; Acosta; Centers



# Livonia Public Schools

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## Academic Services

Date: June 2, 2022  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Presentation of PA 48 Goals and Benchmark Results

I would like to request to be placed on the Curriculum Committee agenda for the June 6, 2022, Board of Education Committee of the Whole meeting. I would like to share each of our schools' PA 48 goals and their end of year results. Below is a short summary of the law and reporting requirements.

[Public Act 48 of 2021](#) section 98b requires districts, traditional public, public school academies, and intermediate districts who wish to receive state aid for 2021-2022 year to:

- Establish school goals expected to be achieved for the 2021-22 school year. These goals must:
  - Be established with the school leader and teachers by September 15, 2021
  - Correlate to goals established in the extended learning plans from 2020-21
  - Contain achievement or growth goals that will be measured in reading and math for all grades
  - In grades K-8 the goal must be based on benchmark assessments that are approved under the Third Grade Reading Law
  - Presented, not later than the first board meeting in February 2022 and not later than the last board meeting of the academic year, on accomplishments of school established goals.
    - Ensure that the information presented to the board is disaggregated by grade level, by student demographics, and by the mode of instruction received by the pupils to which the information applies.
    - Post the information through the transparency reporting link located on the district's website.

I look forward to sharing our end of year results for our schools' goals. Thank you for your consideration of this request.



# Livonia Public Schools

## *Academic Services*

Date: May 31, 2022  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Pear Deck Recommendation

I would like to request to be placed on the Curriculum Committee agenda for the June 6, 2022, Board of Education Committee of the Whole meeting. I would like to share a recommendation to purchase a three-year subscription of the Google Extension platform Pear Deck by GoGuardian for \$132,600.00.

Pear Deck is a digital tool that allows teachers more in-depth and graphic control when using Google Slides and creating formative assessments for use in our Google Classrooms.

Beginning in the spring of 2020, we allowed teachers to utilize the extensions and platforms they were already familiar with as they taught virtually for the first time. We would like to streamline that process and support teachers by utilizing the same platform, Pear Deck, across the district.

Thank you for your consideration of this request.

# ORDER FORM

QUOTE # Q-207143  
DATE 5/31/2022  
EXPIRATION DATE 6/30/2022



## Bill To

Livonia Public Schools (MI)  
15125 Farmington Rd  
Livonia, Michigan 48154  
United States

## Ship To

PAUL CASSATTA  
Livonia Public Schools (MI)  
15125 Farmington Rd  
Livonia, Michigan 48154-5474  
United States  
(734) 367-2882  
pcassatt@livoniapublicschools.org

## GoGuardian

Liminex, Inc. dba GoGuardian  
2030 E Maple Avenue  
El Segundo, California 90245  
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("**Pear Deck**") and Edulastic (formally - Snapwiz, Inc. doing business as Edulastic, "**Edulastic**") and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> (for Liminex), <https://www.peardeck.com/terms-of-service> (for Pear Deck), or <http://https://edulastic.com/terms-of-service> (for Edulastic) (the "Terms" and, together with this Order Form, the "Agreement"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	Start Date	End Date	Rate	Extended
13,000	GG-PRD3Y-010000	Pear Deck Subscription	7/1/2022	6/30/2025	\$10.20	\$132,600.00
13,000	LMS-Access3Y-010000	LMS Access	7/1/2022	6/30/2025	Included	Included
<b>TOTAL (USD):</b>						\$132,600.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

## RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

**ORDER FORM**

**QUOTE #** Q-207143  
**DATE** 5/31/2022  
**EXPIRATION DATE** 6/30/2022



**PAYMENT**

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

**Accepted By :** \_\_\_\_\_

**PO Number :** \_\_\_\_\_

**Date :** \_\_\_\_\_



# Livonia Public Schools

## *Academic Services*

Date: May 31, 2022  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Upper Elementary and Middle School Mathematics Recommendation

I would like to request to be placed on the Curriculum Committee agenda for the June 6, 2022, Board of Education Committee of the Whole meeting. I would like to share the textbook committee's recommendation for MidSchool Math to be used in our fifth through eighth grade classrooms.

The cost of Student Licenses, Teacher Guides and Onsite Training for all four grade levels is \$522,546.60. The cost of consumable workbooks is \$100,487.10 for year one. The Academic Services Department is looking into other ways to have them printed for a lower cost and will evaluate the need for the full workbook at the end of the first year.

Thank you for your consideration of this request.

**Rebecca Caldwell****Jennifer Cory****Math Curriculum**

**DATE:** June 1, 2022

**TO:** Shalonda Owens, Cooper Upper Elementary  
Thomas Traub, Johnson Upper Elementary  
Kristyn Cousino, Riley Upper Elementary  
Kevin English, Emerson Middle School  
Shanan Wheeler, Frost Middle School  
DeAnn Urso, Holmes Middle School  
Lora Boka, Webster Elementary School

**FROM:** Rebecca Caldwell, 7-12 Math and Science Curriculum Coordinator  
Jennifer Cory, K-6 Curriculum Coordinator

**SUBJECT:** Textbook Recommendations for Grade 5-8 Math

This memo recommends the adoption of *MidSchool Math* digital and consumable journal for Grades 5-8 math. The details below provide more information about the adoption process and information to support the recommendation.

**Committee Members**

Emerson: Cathy Greig, Anne Cibor, Julie Kaniewski  
Frost: Colleen Fitzpatrick, Linda Kowalske, Beth Polinsky  
Holmes: Toni O'Connor, Lisa Moody, Lori Carlton  
Cooper: Shawn Webster, Victoria Estes  
Johnson: Dawn Piper, Rhonda St. Aubin  
Riley: Shana Ramsey, Kelly McDonald  
Webster: Jackie Vine, Theresa Macek

**Recommended Materials for Adoption**

*MidSchool Math* print and digital materials from Core Curriculum.

Cost proposal is attached.

**Summary of Course(s)**

MidSchool Math is for all Grade 5, 6, 7, Accelerated 7, and 8 students.

**Overview**

Currently Grade 5 teachers use Everyday Math. Grade 6,7,8 teachers use Big Ideas and Accelerated 7 teachers use a Pre-Algebra textbook. Moving forward the recommendation is that LPS approve one series, MidSchool Math, that can meet the needs of all students in grades 5 through 8.

**Evaluation Process**

The committee of middle school and upper elementary teachers began with a search of EdReports for a math resource that was rated green for all four grades. It was challenging to find an elementary and middle school math curriculum from the same publisher that was rated green for four all grades. This search presented four options for the committee, *Into Math*, *Envision*, *Ready Math* and *MidSchool Math*. The committee met with representatives from all four potential resources to learn more about the programs. After evaluating each

resource using the committee created rubric, the top three resources, *Into Math*, *Envision*, and *MidSchool Math* continued to the pilot phase.

### **Shared Vision**

In LPS we have a vision for grade 5-8 math classrooms in which students are reflective problem solvers with a positive math identity. In our math classrooms students are engaged in purposeful discussions, productive struggles and thoughtful practice to increase both conceptual and procedural fluency. Teachers support student learning through the use of assessing and advancing questions in a curriculum that provides rich, math tasks that have multiple entry points for students and can be solved in a variety of ways.

### **Evaluation Criteria**

We evaluated the textbooks using a rubric with the following criteria:

- Alignment to Michigan State Standards/ Common Core
- Math Coherence and Rigor for ALL students
- Balance of skill development, conceptual understanding, and rich math tasks
- Reflect the needs and diversity of LPS students
- Offer reteaching and extensions opportunities
- Discourse, engagement, critical thinking
- Assessment (formative and summative)
- Digital platform/ Student paper journal

### **Textbooks Considered**

*Into Math (HMH)*

*Envision (Savvas Learning)*

*MidSchool Math (Core Curriculum)*

*Ready Math (Curriculum Associates)*

### **Independent Evaluation**

As the 2021-22 school year began, fifth and sixth grade teachers were willing to pilot all three materials this year but middle school teachers felt that it was too much to do. Middle school teachers participated through pilot debriefs and textbook presentations from the publishers. It was agreed that they would support the recommendation of the fifth and sixth grade pilot. Webster accelerated math classroom piloted all three resources using middle school materials. As fifth and sixth grade teachers began to learn about the research based ways that MidSchool Math presented content, I taught lessons at each middle school so there would be an opportunity for teachers and students to experience the program.

### **Evaluation Rubric Outcome**

The results of the rubric that was created by the committee prior to piloting, including the middle school teachers, showed the program, MidSchool Math, to be the frontrunner. This resource was chosen unanimously because of its ability to engage students, promote mathematical discussion, and present real problem solving opportunities. MidSchool math is also the only curriculum to receive a perfect score with EdReports in all categories.

### **Student Response**

Students favored MidSchool Math over the other programs. Over 80% of the students said that MidSchool Math gave them opportunities to think about math and improve my math skills. This was 10% higher than either of the other two resources considered in the pilot.

### **Professional Development Needs**

MidSchool Math provides several PD opportunities and resources. A full PD in the fall is for instructional PD and platform navigation. MidSchool Math will be on site two additional days during the 2022-23 school year and additionally provide several virtual opportunities after school throughout the year.

For additional information on the adoption recommendation, contact Rebecca Caldwell at x42144.

**CC**  
Theresa O'Brien  
Dan Willenborg  
MS Math Department Chairs  
Grade 5-6 Math Leaders

MidSchoolMath, LLC  
 PO Box 2276  
 Taos, NM 87571  
 (575) 224-1480  
 www.midschoolmath.com



## Quote

### ADDRESS

Livonia Public Schools  
 15125 Farmington Rd.  
 Livonia, MI 48154

QUOTE # MSM-1690

DATE 05/27/2022

### CONTRACT PERIOD

7/1/22 - 6/30/28 (6 YEARS)

SKU	PRODUCT/SERVICE	QTY	RATE	AMOUNT
6150000000005	<b>6YR Grade 5 Student License</b> Core Curriculum by MidSchoolMath: Grade 5 Annual Student License for 6 Years Includes full online access to all digital materials and printable PDFs, plus system and material updates **SPECIAL DISCOUNT APPROVED BY DR. SCOTT LAIDLAW FROM \$135.95 TO \$109.95**	1,182	109.95	129,960.90
6150000000006	<b>6YR Grade 6 Student License</b> Core Curriculum by MidSchoolMath: Grade 6 Annual Student License for 6 Years Includes full online access to all digital materials and printable PDFs, plus system and material updates **SPECIAL DISCOUNT APPROVED BY DR. SCOTT LAIDLAW FROM \$135.95 TO \$109.95**	1,146	109.95	126,002.70
6150000000007	<b>6YR Grade 7 Student License</b> Core Curriculum by MidSchoolMath: Grade 7 Annual Student License for 6 Years Includes full online access to all digital materials and printable PDFs, plus system and material updates **SPECIAL DISCOUNT APPROVED BY DR. SCOTT LAIDLAW FROM \$135.95 TO \$109.95**	1,160	109.95	127,542.00
6150000000008	<b>6YR Grade 8 Student License</b> Core Curriculum by MidSchoolMath: Grade 8 Annual Student License for 6 Years Includes full online access to all digital materials and printable PDFs, plus system and	1,090	109.95	119,845.50

SKU	PRODUCT/SERVICE	QTY	RATE	AMOUNT
	material updates **SPECIAL DISCOUNT APPROVED BY DR. SCOTT LAIDLAW FROM \$135.95 TO \$109.95**			
978-1-7354378-8-0	<b>Grade 5 Teacher Guide</b> Core Curriculum by MidSchoolMath Grade 5 Teacher Guide (Second Edition)	27	49.95	1,348.65
978-1-7354378-9-7	<b>Grade 6 Teacher Guide</b> Core Curriculum by MidSchoolMath Grade 6 Teacher Guide (Second Edition)	27	49.95	1,348.65
978-1-7359708-0-6	<b>Grade 7 Teacher Guide</b> Core Curriculum by MidSchoolMath Grade 7 Teacher Guide (Second Edition)	18	49.95	899.10
978-1-7359708-1-3	<b>Grade 8 Teacher Guide</b> Core Curriculum by MidSchoolMath Grade 8 Teacher Guide (Second Edition)	18	49.95	899.10
	<b>MSM On-Site PD</b> MidSchoolMath Professional Development On- site	3	4,900.00	14,700.00

NOTE: Due to variance from year to year in student rostering, MidSchoolMath will allow Livonia Public Schools to add additional students for digital license use by grade as needed throughout the term of the contract.

TOTAL

**\$522,546.60**

Accepted By

Accepted Date

MidSchoolMath, LLC  
 PO Box 2276  
 Taos, NM 87571  
 (575) 224-1480  
 www.midschoolmath.com



## Quote

### ADDRESS

Livonia Public Schools  
 15125 Farmington Rd.  
 Livonia, MI 48154

QUOTE # MSM-1691

DATE 05/27/2022

### CONTRACT PERIOD

7/1/22 - 6/30/23 (ANNUAL)

SKU	PRODUCT/SERVICE	QTY	RATE	AMOUNT
978-1-7354378-4-2	<b>Grade 5 Student Workbook</b> Core Curriculum by MidSchoolMath Grade 5 Student Workbook - 1 Year Consumable **VOLUME DISCOUNT FROM \$24.95 TO \$21.95**	1,182	21.95	25,944.90
978-1-7354378-5-9	<b>Grade 6 Student Workbook</b> Core Curriculum by MidSchoolMath Grade 6 Student Workbook - 1 Year Consumable **VOLUME DISCOUNT FROM \$24.95 TO \$21.95**	1,146	21.95	25,154.70
978-1-7354378-6-6	<b>Grade 7 Student Workbook</b> Core Curriculum by MidSchoolMath Grade 7 Student Workbook - 1 Year Consumable **VOLUME DISCOUNT FROM \$24.95 TO \$21.95**	1,160	21.95	25,462.00
978-1-7354378-7-3	<b>Grade 8 Student Workbook</b> Core Curriculum by MidSchoolMath Grade 8 Student Workbook - 1 Year Consumable **VOLUME DISCOUNT FROM \$24.95 TO \$21.95**	1,090	21.95	23,925.50

NOTE: This quote reflects an ANNUAL COST.

TOTAL

**\$100,487.10**

Accepted By

Accepted Date



# Livonia Public Schools

*Academic Services*

Date: May 31, 2022  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: PreCalculus Recommendation

I would like to request to be placed on the Curriculum Committee agenda for the June 6, 2022, Board of Education Committee of the Whole meeting. I would like to share the textbook committee's recommendation for purchasing *Precalculus with Limits: A Graphing Approach* for \$83,337.19 which includes shipping and handling. This purchase includes student books plus digital access for six years. In addition, they are providing teacher's editions and professional development for free.

Thank you for your consideration of this request.

**DATE:** June 1, 2022

**TO:** Andrew Pesci, Franklin High School  
Kevin Etue, Churchill High School  
Pete Mazzoni, Stevenson High School

**FROM:** Rebecca Caldwell  
7-12 Math and Science Curriculum Coordinator

**SUBJECT:** Textbook Recommendation for HS Precalculus/ Accelerated PreCalculus

This memo recommends the purchase of the newest edition of *PreCalculus with Limits, A Graphing Approach, 8e, 2020*. The details below provide more information about the process and information to support the recommendation.

### **Committee Members**

Franklin HS: Kevin Hafner  
Churchill HS: Lynda Melcher and Julie Perales  
Stevenson HS: Paula Nowell, Beth Somjak, Holly Morrow

### **Recommended Materials for Adoption**

*Larson's PreCalculus with Limits* textbook and online materials from Cengage.

Cost proposal is attached.

### **Summary of Course(s)**

PreCalculus is the math course after Algebra 2. Many students take this as their senior year math course or prior to AP Calculus as a junior. There are approximately 400 total students enrolled in PreCalculus each school year at LPS.

### **Overview**

This recommendation is an updated version of the previously adopted PreCalculus with Limit, A Graphing Approach, 3e, 2001. Teachers and students found the textbook supports the curriculum in its approach to skill practice and problem solving. The third edition does not have digital resources and the physical books are deteriorating. Many books have already been rebound and are no longer holding up.

### **Evaluation Process**

Teachers from each high school formed a committee to create a vision for PreCalculus at LPS, evaluate the current resource and what would be necessary in a future resource for students to be successful. Teachers were open to evaluating and adopting a new resource or continuing with an updated version of the current resource. Once the rubric was applied the teachers considered *Blitzer, PreCalculus*, and *Larson, PreCalculus with Limits*. After reviewing the online options of both, it was clear the updated edition of *PreCalculus with Limits* would provide students with the best digital resources in addition to the physical textbook.

### **Shared Vision**

PreCalculus is a course taken after completion of Algebra 2. For some students PreCalculus is their terminal math course at LPS and for others it leads to enrollment in AP Statistics or AP Calculus. LPS offers

PreCalculus and Accelerated PreCalculus courses. Regardless of the course, LPS is committed to providing students with a standards based, aligned curriculum with an emphasis on high level mathematical thinking. We are committed to using one resource for all students enrolled in PreCalculus to assure all students have access to updated, aligned curriculum resources.

### **Evaluation Criteria**

We evaluated the textbooks using a rubric with the following criteria:

- Supports Michigan State Standards/ Common Core
- Math Coherence and Rigor for ALL students
- Balance of skill development, conceptual understanding, and rich math tasks
- Reflect the needs and diversity of LPS students
- Offer reteaching and extensions opportunities
- Discourse, engagement, critical thinking
- Assessment (formative and summative)
- Digital platform/ Textbook

### **Textbooks Considered**

*Blitzer, PreCalculus, 2022*

*Larson, PreCalculus with Limits, 2020*

*Pearson, PreCalculus, 2019*

*Miller and Gerken, PreCalculus, 2017*

*Glencoe, PreCalculus, 2014*

### **Evaluation Rubric Outcome**

The results of the rubric rating showed the best resource for LPS students was the updated edition of the current resource. The Larson online resources were much easier to use and access compared to Blitzer. Teachers found the <https://www.larsonprecalculus.com/pcwlaqa8e/> author website to include collaborative projects and interactive activities that complimented the textbook.

### **Student Response**

Students favored the online features of Larson which includes QR codes next to a problem that takes students to a video explanation using just the camera on their phone. The Larson book has an online Calc Chat feature in which students can get live help from 4-midnight, Sunday - Thursday.

<https://www.calcchat.com/book/Precalculus-with-Limits-AGA-8e/>

### **Professional Development Needs**

The online features are very easy for students and teachers to navigate. The program offers an online homework feature called WebAssign. Teachers will have PD through a live, virtual webinar on how to use WebAssign with students.

For additional information on this recommendation, contact Rebecca Caldwell at x42144.

### **CC**

Theresa O'Brien

Dan Willenborg

HS Math Department Chairs



To place your order: select [Submit Customer Purchase Order Here](#)

Confidential Price Quote (6024084)

[Submit Customer Purchase Order Here](#)

6/2/2022

Pricing on this Proposal Guaranteed: **10/7/2022**

**Presented To:** Rebecca Caldwell (734) 744-2500, [rcaldwel2@livoniapublicschools.org](mailto:rcaldwel2@livoniapublicschools.org)

**Prepared By:** Stefanie Morris, (586) 420-6111, [stefanie.morris@cengage.com](mailto:stefanie.morris@cengage.com)

SHIP TO: LIVONIA PUBLIC SCHOOL DISTRICT  
Rebecca Caldwell  
15125 FARMINGTON RD  
LIVONIA, MI 48154  
USA

BILL TO: LIVONIA PUBLIC SCHOOL DISTRICT  
Rebecca Caldwell  
15125 FARMINGTON RD  
LIVONIA, MI 48154  
USA

Cengage Learning  
ATTN: Order Fulfillment  
10650 Toebben Drive  
Independence, KY 41051  
(800) 354-9706  
<http://NGL.Cengage.com/CustomerSupport>

[View Quote in CAD](#)

Quoted Products: Math/AE

Qty	Update Qty	Product	Price	Quoted Price	Total
6	<input type="text"/>	<a href="#">Precalculus with Limits: A Graphing Approach 8th, Teacher's Edition</a> Larson/Battaglia 8th Edition [K12, 2020] 9780357021996 / 0357021991	\$202.50	\$0.00	<b>FREE</b>
415	<input type="text"/>	<a href="#">Bundle: Precalculus with Limits: A Graphing Approach, 8th Student Edition + WebAssign (6-year access)</a> Larson/Battaglia 8th Edition [K12, 2020] 9780357078624 / 0357078624	\$191.25	\$191.25	\$79,368.75
1	<input type="text"/>	<a href="#">K-12 Virtual Product Training Webinar Training - 2/3 hours</a> National Geographic Learning 1st Edition [K12, 2016] 9781337466202 / 1337466204	\$997.50	\$0.00	<b>FREE</b>

Other Products Considered (not in quote)

Qty	Product	Price	Extended Price
1	<a href="#">K-12 Product Training In-Person Training - Full or Half Day</a> National Geographic Learning 1st Edition [K12, 2016] 9781337466196 / 1337466190	\$3,150.00	\$3,150.00

Sub-Total: \$79,368.75  
+ Estimated Shipping and/or Process Fee: \$3,968.44

**TOTAL: \$83,337.19**  
**Total Savings: \$2,212.50**

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

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# Livonia Public Schools

*Academic Services*

Date: May 31, 2022  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Economics Recommendation

I would like to request to be placed on the Curriculum Committee agenda for the June 6, 2022, Board of Education Committee of the Whole meeting. I would like to share the textbook committee's recommendation for *Economics Alive! The Power to Choose* from TCI for a purchase price of \$68,877.15 which includes shipping and handling.

This purchase consists of digital student licenses for eight years, classroom set copies of *Economics Alive!*, Teacher Lesson Guides and Licenses. This also includes one day of professional development from TCI Virtual Product Orientation.

Thank you for your consideration of this request.

**DATE:** June 1, 2022

**TO:** Kevin Etue, Churchill High School  
Pete Mazzoni, Stevenson High School  
Andrew Pesci, Franklin High School

**FROM:** Christine Fankell  
7-12 ELA and Social Studies Curriculum Coordinator

**SUBJECT:** Textbook Recommendations for Economics

This memo recommends the adoption of *Economics Alive! The Power to Choose* as a print and digital resource for the high school Economics course. The details below provide more information about the adoption process and rationale for choosing *Economics Alive! The Power to Choose*.

### **Committee Members**

Kelly Granowicz, CHS  
Mary Helen Diegel, FHS  
Rick Mestdagh, FHS  
Amanda Feheley, SHS

### **Recommended Materials for Adoption**

*Economics Alive! The Power to Choose* print and digital materials from TCI Publishers

Cost proposal is attached.

Sales Representative: Brian Thomas  
Teachers' Curriculum Instruction (TCI)  
Email: bthomas@tciteach.com  
Office: 800-497-6138 ext.175

### **Summary of Course**

Economics is a one-semester course based on the Michigan Social Studies Standards and is a required component of the Michigan Merit Curriculum. In Economics, students gain an understanding of the principles of economics as well as personal finance.

### **Overview**

Our current economics textbook was published in 2010 along with digital licenses. The digital licenses became obsolete two years ago. It was determined that a new curriculum resource was needed based on the publication date of our current textbook as well as the need for digital resources.

### **Evaluation Process**

With representation from each high school, Economics teachers met during the 2021-22 school year. The committee followed the textbook adoption procedures outlined in the Board Policy of Livonia Public Schools

and ended the year with a recommendation to adopt the print and digital resources for *Economics Alive! The Power to Choose*.

### **Shared Vision**

The committee established a shared vision for social studies resources:

- Curriculum driven by compelling/essential questions
- Resources beyond the text to support varying perspectives
- Instructional resources to support reading and writing in social studies
- Resources to build an understanding of different perspectives
- Resources that highlight non-dominant populations and their strengths
- Guidance on making real-life connections between content and local culture

### **Evaluation Criteria**

We evaluated the textbooks using a rubric with the following criteria:

- Alignment to Michigan Social Studies Standards
- Opportunities to build content knowledge and vocabulary
- Scaffolding to support reading comprehension
- Questions and tasks that require textual evidence, critical thinking, and writing in responses to texts
- Culturally responsive
- Formative and summative assessments
- Digital platform

### **Textbooks Considered**

*Understanding Economics* (McGraw-Hill)

*Economics* (Savvas Learning)

*Economics* (Houghton Mifflin)

*Essentials of Economics* (Norton)

*Economics Alive! The Power to Choose* (TCI)

### **Evaluation Rubric Outcome**

The results of the rubric rating showed the book, *Economics Alive! The Power to Choose*, to be the frontrunner. This resource was chosen because it is student-friendly, easy to use, and includes opportunities for hands-on activities, simulations, and inquiry-based projects.

### **Student Response**

Students favored TCI's *Economics Alive! The Power of Choice* over Norton's *Essentials of Economics*. Comments included praise for the organization, bolded vocabulary, visuals, readability, and real world applications found in the text.

### **Professional Development Needs**

A professional development session is recommended for the start of the school year to familiarize teachers with the digital platform. For additional information on the adoption recommendation, contact Christine Fankell at x42192.

CC

Theresa O'Brien

Dan Willenborg

HS SS Department Chairs



**Quote #: Q-08235-2**  
 Date: 5/27/2022 6:56 AM  
 Expires On: 7/26/2022  
 Prepared By: Brian Thomas  
 Email: bthomas@teachtci.com  
 Phone: 800-497-6138 x175

**Quote for:**  
 Livonia Public School District  
 Christine Fankell  
 cfankell@livoniapublicschools.org

**Ship to:**  
 Livonia Public School District  
 15125 Farmington Rd  
 Livonia, MI 48154

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
030-6	Econ Alive! The Power to Choose: Lesson Guide	Print English	\$149.00	\$149.00	7	\$1,043.00
46-5	Econ Alive! The Power to Choose: Placards	Print English	\$149.00	\$0.00	7	\$0.00
HS-SS-SL-08	High School (9-12) Social Studies: Student License (8 Yrs)	Digital	\$125.00	\$125.00	195	\$24,375.00
HS-SS-TL-08	High School (9-12) Social Studies: Teacher License (8 Yrs)	Digital	\$1,238.00	\$0.00	7	\$0.00
TB-0472-8	Econ Alive! The Power to Choose: Student Bundle (8 Yrs)	Bundle English	\$159.00	\$159.00	260	\$41,340.00
PD-ORIENTATION	TCI Virtual Product Orientation	Digital	\$2,000.00	\$0.00	1	\$0.00
<b>TOTAL:</b>						<b>\$66,758.00</b>

Shipping (5%)	\$2,119.15
Service Fee (%)	\$0.00
<b>Grand Total</b>	<b>\$68,877.15</b>

**Gratis**

Gratis offer and/or customer pricing are valid for this quote only and contingent upon purchase order total matching or exceeding the quote total. Gratis items must be included on your purchase order.

Gratis Total \$11,709.00

**Terms and Conditions**

**Business Terms**

TCI's Business Terms apply to all orders. View details at <https://www.teachtci.com/tci-business-terms>

**How to Order**

To expedite your order and ensure you receive the pricing quoted above, please include a copy of this quote with your purchase order. Adjustments cannot be made after the order has been fulfilled. Place orders online at <https://shop.teachtci.com> or send using one of the following options:

- Email: info@teachtci.com
- Fax: 800-343-6828
- Address: 1049 El Monte Ave Ste C #607, Mountain View CA 94040 (\*\*New as of November 2021\*\*)

**License Contact**

Set up information for all licenses purchased will be sent to the contact email above unless otherwise noted.

**Shipping**

Shipping and handling fees do not apply to teacher and student license-only products.

**Print Subscriptions**

If your order includes multi-year subscriptions to print materials, you must receive delivery of the full annual quantity for the duration of your subscription. Any adjustments below the annual quantity cannot be used as a credit for future year shipments. Changes that exceed the original annual quantity must be accompanied by a new purchase order.

**Student Journal Bundles**

If your order contains fewer than 20 multi-year student journal bundles for any program, journals for the entire duration of the bundle will be shipped to you upfront.

**Sales Tax**

If applicable, sales tax will be assessed when your order is processed. Actual amount will be calculated and added to the invoice based on the delivery address.



# Livonia Public Schools

*Academic Services*

Date: June 6, 2022  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Updated AP U.S. History Recommendation

I would like to request to be placed on the Curriculum Committee agenda for the June 6, 2022, Board of Education Committee of the Whole meeting. I would like to share the textbook committee's recommendation for purchase of *Fabric of a Nation* from Bedford, Freeman & Worth at a cost of \$54,764.55. This purchase includes class sets of textbooks and digital access for 8 years. In addition, this recommendation includes Teacher's Edition and Teacher's Resources and shipping and handling at no cost.

Thank you for your consideration of this request.

**DATE:** May 14, 2022

**TO:** Kevin Etue, Churchill High School  
Pete Mazzoni, Stevenson High School  
Andrew Pesci, Franklin High School

**FROM:** Christine Fankell  
7-12 ELA and Social Studies Curriculum Coordinator

**SUBJECT:** Textbook Recommendations for AP United States History

This memo recommends the adoption of *A Fabric of a Nation* as a print and digital resource for AP US History. The details below provide more information about the adoption process and information to support the recommendation and potential future steps.

### **Committee Members**

Craig Barker, SHS  
Kelly Eddy, CHS  
Rick Mestdagh, FHS

### **Recommended Materials for Adoption**

*Fabric of a Nation* print and digital materials (LaunchPad) from BFW Publishers

Cost proposal is attached.

Sales Representative: Joshua Sukhu  
Bedford, Freeman, & Worth  
Email: [jsukhu@bfpwpub.com](mailto:jsukhu@bfpwpub.com)  
Office: 866-843-3715 ext.1738

### **Summary of Course**

Advanced Placement United States History is a college-level offering of a United States History class, based on the College Board's [Course and Exam Description](#), which was significantly revised in 2015, with minor changes in 2017 and 2019. The course covers the entire scope of United States history from before European contact to the present day. Students taking the course engage in content and skill-based work with the goal of being prepared to successfully complete the Advanced Placement United States History examination in early May to earn college credit.

### **Overview**

Having adopted the 8th edition of *America's History* (BFW Publishers) in 2015 to coincide with the publisher's revisions to that text to better reflect the significant changes in the course, we have since depleted our supply of online access codes for the online component of the textbook. When inquiring as to whether more licenses could be obtained for our students for the 8th edition, it was learned that those codes are no longer available. We were presented a choice of either the 10th edition <sup>24</sup>online access (itself also significantly revised from the 8th edition) or the online platform called *Fabric of a Nation*, which was designed to be an online platform built

around the premise of close alignment to the most up to date version of the College Board’s Course and Exam Description and the content and skill expectations laid out therein.

### **Evaluation Process**

With representation from each high school, AP U.S. History teachers met during the 2021-22 school year. The committee followed the textbook adoption procedures outlined in the Board Policy of Livonia Public Schools and ended the year with a recommendation to presently adopt the print and digital component of *Fabric of a Nation*.

### **Shared Vision**

The committee adopted the vision for “students who are college and career ready” from the Common Core State Standards. Students who are college and career ready will:

- Demonstrate independence
- Build strong content knowledge
- Respond to the varying demands of audience, task, purpose, and discipline
- Comprehend as well as critique primary and secondary sources
- Value evidence
- Use technology and digital media strategically and capably
- Come to understand other perspectives and interpretations

### **Evaluation Criteria**

We evaluated the textbooks using a rubric with the following criteria:

- Alignment to College Board AP US History Course and Exam Description Standards
- Units that include scaffolding for AP US History writing and thinking skills.
- The complexity of texts, as well as a variety of aligned primary and secondary sources
- Questions and tasks that require textual evidence and critical thinking
- Analysis of arguments, use of textual evidence, writing in response to reading
- Formative and summative assessment
- Digital platform

### **Textbooks Considered**

*Fabric of a Nation*, 1st edition (BFW Publishers)

*America’s History*, 10th edition (BFW Publishers)

*American History: Connecting with the Past*, 16th edition (McGraw Hill)

*American Pageant*, 17th edition (Cengage)

*Making America: A History of the United States*, 7th edition (Cengage)

### **Evaluation Rubric Outcome**

The results of the rubric rating showed the BFW book, *Fabric of a Nation*, to be the frontrunner. The scaffolding of skills in this book and its format was appealing to both students and teachers. The newest edition of our current textbook, *America’s History* (also published by BFW), was a close second but lacked the scaffolding that we are looking for.

Ultimately the decision to recommend *Fabric of a Nation* was based on the ease of navigation, the close alignment of learning targets and thematic focus to the College Board’s CED, and the ability for students to have a customized learning experience with notetaking within the platform.

### **Student Response**

Students favored *Fabric of a Nation* as the choice over *America’s History* 10e platform, even though the latter was much more similar to the digital resource that students had used all year. Comments included praise for the interactive notebook and the color-coded means of demonstrating learning comfort levels, how assigned tasks

were laid out in an easy-to-follow manner, and the speed at which the content loaded on a variety of devices, including smartphones.

**Professional Development Needs**

For additional information on the adoption recommendation, contact Christine Fankell at x42192.

**CC**

Theresa O'Brien

Dan Willenborg

HS SS Department Chairs

**This price quote is good for 60 days.** BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November. Shipping fees are estimated; actual shipping fees may vary.

**Purchase Orders:**

**Please attach a copy of this price quote to your purchase order.** Submit Your Purchase Order To:

MPS 16365 James Madison Highway Gordonsville, VA 22942  
 Email: [highschool@mpsvirginia.com](mailto:highschool@mpsvirginia.com) / Toll Free: (540) 672-7744

Quote Number	00081656	Prepared By	Ashley Pierotti
Created Date	5/26/2022	Phone	(806)470-7568
		Email	apierotti@bfpwpub.com
Contact Name	Christine Fankell	Ship To	Livonia Public School District 15125 Farmington Rd Livonia, Michigan 481545474 United States
Phone	7347442500	Bill To	Livonia Public School District 15125 Farmington Rd Livonia, Michigan 481545413 United States

Itemized Products									
ISBN	EAN	Product	Edition	Author	Line Item Description	Sales Price	Quantity	Total Price	
1319178170	9781319178178	Fabric of a Nation	1	Jason Stacy; Matthew J. Ellington		USD 128.96	120.00	USD 15,475.20	
1319374166	9781319374167	LaunchPad for Fabric of a Nation (Eight-Use Online)	1	Jason Stacy; Matthew J. Ellington	#packageprice	USD 45.00	120.00	USD 5,400.00	
1319374166	9781319374167	LaunchPad for Fabric of a Nation (Eight-Use Online)	1	Jason Stacy; Matthew J. Ellington		USD 148.96	210.00	USD 31,281.60	

**Itemized Product Total:** USD 52,156.80

Free Product: Please include in your PO:									
ISBN	EAN	Free Product	Edition	Author		Net Price	Quantity	Your Price	
1319182682	9781319182687	Teacher's Edition for Fabric of a Nation	1	Jason Stacy; Matthew J. Ellington		USD 490.00	10	\$0.00	
				Jason Stacy; Matthew J. Ellington		USD			

**Sole Source Statement:** Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

**Note for Canadian Users:** Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

**NOTE:** If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.

1319234127	9781319234126	ExamView Test Bank for Fabric of a Nation	1	Ellington	490.00	10	\$0.00
1319234119	9781319234119	Teacher's Resource Flash Drive for Fabric of a Nation	1	Jason Stacy; Matthew J. Ellington	USD 490.00	10	\$0.00

**Total Available for Purchase** USD 0.00

### Shipping Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

**Shipping Fees:** USD 2,607.84  
**Special Shipping Fees:** USD 0.00  
**Total Shipping Fees:** USD 2,607.84

### Grand Totals

**Itemized Products + Shipping Fees:** USD 54,764.64

### Instructor Resources

**Digital Adopters:** Instructor resources will be available within your product; no action needed

**Print Only Adopters:** Instructor resources can be unlocked by visiting [www.bfwpub.com/AdopterTRM](http://www.bfwpub.com/AdopterTRM)

**Sole Source Statement:** Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

**Note for Canadian Users:** Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

**NOTE:** If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



## Livonia Public Schools

*Academic Services*

Date: May 31, 2022  
To: Andrea Oquist, Superintendent  
From: Theresa O'Brien, Chief Academic Officer  
Subject: Spanish Level III Recommendation

I would like to request to be placed on the Curriculum Committee agenda for the June 6, 2022, Board of Education Committee of the Whole meeting. I would like to share the textbook committee's recommendation for purchasing *Autentico Level 2* for \$37,536.80 which includes shipping and handling. This purchase includes class sets of student books plus digital access for eight years. In addition, they are providing TPR Storytelling, a resource for Teaching Proficiency through Reading and Storytelling for free.

Thank you for your consideration of this request.

# Livonia Public Schools

## Academic Services Department World Languages

**DATE:** May 16, 2020

**TO:** Kevin Etue, Principal, Churchill  
Pete Mazzoni, Principal, Stevenson  
Andrew Pesci, Principal, Franklin

**FROM:** Matthew Miga  
**World Language Facilitator**

**SUBJECT:** **Textbook Recommendation for Spanish 3**

### **Committee Members**

Kira Gulledge, Churchill  
Susan Wilk, Churchill  
Rosemarie Wywrot, Franklin  
Maureen Mcalinden, Stevenson

### **Recommended Textbook:**

**Auténtico 2** 2018, Pearson Education, Inc.

### **Lakisha Flowers, Account General Manager**

#### **Savvas Learning Company**

Office: 586-357-0134

[Lakisha.Flowers@savvas.com](mailto:Lakisha.Flowers@savvas.com)

Cost proposal attached

### **Estimated distribution of textbooks (Estimated total 260)**

135 physical copies of the Autentico 2 textbook with digital access

125 digital access to the Autentico 2 textbook

(Teachers have requested a class set of books, so we are ordering a set of 45 physical copies for each high school but making sure all students will have digital access to the textbooks.)

### **Summary of Course**

Spanish 3 continues to introduce students to the Spanish language and Hispanic culture through the study and use of the three modes of communication (interpersonal, presentational, and interpretive). Students aim to develop proficiency in the five focus areas of second-language acquisition (communication, cultures, connections, comparisons, and communities). Students will develop an intercultural awareness of the world around them and an understanding that proficiency in a world language is a powerful tool to help them succeed in our interconnected world.

## Overview

The current textbook represents an outdated mindset of how languages should be taught. Pedagogy has evolved to a more communicative approach which is well-represented by the Auténtico textbook. The Auténtico series was implemented with Level 1 and 2. Based on teacher feedback and continuation of scope and sequence, the committee wants to continue with the Autentico series. This textbook was clearly designed with the Common Core State Standards and best practices in mind. It was developed with input from Spanish teachers based on current pedagogical research that will allow students opportunities for growth in interpersonal, presentational, and interpretive communication.

## Evaluation Process

All world language teachers met together to review research, and best practices. The committee determined that the best situation would be one in which each language adopted a series, thereby the concepts would flow coherently and we would anticipate fewer gaps in content coverage. After reading contemporary best-practice research and second-language acquisition research, the team used the same needs assessment summary as for the Level 1 and 2 courses.

The Spanish team was composed of teachers from all the high schools. Two teachers engaged in the process of selecting the Spanish 1 and 2 textbook also served on the Spanish 3 textbook selection committee. Two teachers engaged in the process of selecting the Spanish 2 textbook. All teachers were invited to give insight to whether to continue with the textbook series or not. In addition, due partially to the pandemic, teachers were able to pilot the materials for the 2020-21 and the 2021-22 school years. The insights of colleagues were carefully considered as the committee made its decision to continue with the textbook series. In addition, the team surveyed current Spanish 2, Spanish 3, and Spanish 4 students to determine their needs.

## Needs Assessment Summary

- Based on the best-practice and second-language acquisition research, the team developed the following graphic to guide our needs assessment:

<b>BALANCED</b>			
	<b>Planning with Themes</b>	<b>Instruction via Contextualized Communication</b>	<b>Assessment Continuum</b>
<b>I N P U T</b>	Authentic texts and materials Culturally appropriate Spiraled Age-appropriate/Engaging Cross-curricular connections	Focus on Form (Grammar) Balance (implicit vs explicit instruction, of modalities) Tasks and activities Learning continuum advancement appropriate accuracy	Rubric-based approach Focused on proficiency levels Tasks Can-do vs Knowing Feedback
<b>OUTPUT</b>			

- Based on student feedback, the team developed the following vision statement to help guide our work:
  - **Students will leave Spanish 5 being able to speak Spanish spontaneously and freely at an Intermediate-mid proficiency level by using presentational communication to help students be able to shelter vocabulary and grammar while discussing everyday topics that are meaningful to them as well as make culture an every-day part of classroom practice.**

### **Evaluation Criteria**

The committee reviewed the materials, evaluations and rubric that the Level 1 committee utilized to determine *Auténtico* as the recommended text for Spanish 1 and 2. In addition, the team also developed focus standards for Spanish 3, 4, and 5 to help us evaluate a variety of textbooks. Although our colleagues made it clear they wanted to continue with the *Auténtico* series, the team wanted to evaluate other materials to make sure *Auténtico* would continue to be a good fit.

### **Textbooks Explored**

- *Auténtico*, Pearson
- *EntreCulturas*, Wayside Publishing
- *Imagina*, Vista Higher Learning
- *Revista*, Vista Higher Learning
- *Tejidos*, Wayside Publishing
- *Temas*, Vista Higher Learning
- *Voces Digital*, Teacher's Discovery

### **Professional Development Needs**

- Training of all online components, including *Adiós* textbook
- Overview of print resources
- Time for collaboration and planning
- Time to create common student learning objectives
- Time for establishing new common assessments
- Further time to evaluate materials for levels 4 and 5
- Further time to evaluate use of language readers in levels 3, 4, and 5

### **Supplemental Materials**

- Level 3 teachers will receive a subscription to *Adiós* textbook.com. Cost proposal attached.

### **Additional Considerations**

- Need for increased access to technology, especially to Chromebooks.
- This is for an eight year license to the online component and e-book; in seven years, the district will need to evaluate the availability of online resources.

**C**

Theresa O'Brien

Dan Willenborg

World Language Department  
Chairs



Matthew Miga  
 Curriculum Specialist  
 Livonia Public School District  
 15125 Farmington Rd  
 Livonia, MI 48154-5474  
 United States

**Quote Number:** 155816-3  
**Quote Creation Date:** 05-19-2022  
**Quote Expiration Date:** 09-30-2022  
**Quote Release:** 3

Livonia\_Autentico- Level 2 v2  
 Price Quote Summary

Solution	Base Amount	Free Amount	Total
<b>Auténtico</b>	\$ 35,960.00	\$ 932.00	\$ 35,960.00
<b>Solution Subtotal</b>	<b>\$ 35,960.00</b>	<b>\$ 932.00</b>	<b>\$ 35,960.00</b>
	<b>Shipping &amp; Handling</b>		<b>\$ 1,576.80</b>
		<b>Total</b>	<b>\$ 37,536.80</b>

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>Auténtico</b>						
<b>California Auténtico ©2018 - Level 2</b>						
9780328934430	AUTENTICO 2018 TEACHER EDITION LEVEL 2 GRADE 6/12	\$120.00	4	0	\$480.00	\$0.00
<b>California Auténtico ©2018 - Level 2 Subtotal</b>					<b>\$ 480.00</b>	<b>\$ 0.00</b>
<b>Auténtico ©2018 - Workbooks</b>						
9780328923977	AUTENTICO 2018 AUTHENTIC RESOURCES WORKBOOK LEVEL 2	\$24.00	4	0	\$96.00	\$0.00
9780328923755	AUTENTICO 2018 LEVELED VOCAB AND GRAMMAR WORKBOOK LEVEL 2	\$24.00	4	0	\$96.00	\$0.00
<b>Auténtico ©2018 - Workbooks Subtotal</b>					<b>\$ 192.00</b>	<b>\$ 0.00</b>

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>Auténtico ©2018 - Level 2</b>						
9780328956913	AUTENTICO 2018 STUDENT EDITION + DIGITAL COURSEWARE 8-YEAR LICENSE LEVEL2	\$146.00	0	135	\$0.00	\$19,710.00
9780328961368	AUTENTICO 2018 DIGITAL COURSEWARE 8-YEAR LICENSE LEVEL 2	\$130.00	0	125	\$0.00	\$16,250.00
9780328955718	AUTENTICO 2018 TPR STORYTELLING LEVEL 2	\$65.00	4	0	\$260.00	\$0.00
<b>Auténtico ©2018 - Level 2 Subtotal</b>					<b>\$ 260.00</b>	<b>\$ 35,960.00</b>
<b>Auténtico Subtotal</b>					<b>\$ 932.00</b>	<b>\$ 35,960.00</b>
<b>Solution Subtotal</b>					<b>\$ 932.00</b>	<b>\$ 35,960.00</b>
<b>Shipping and Handling</b>						<b>\$ 1,576.80</b>
					<b>Total</b>	<b>\$ 37,536.80</b>

## Savvas Learning Company LLC Terms and Conditions

**To place your order** please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

**e-Form:** <http://support.savvas.com/support/s/contactsupport>

**Mail:** PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500.

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

**Return Policy:** If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://worktext-subscriptions.savvas.com/>.

**Annual subscriptions for iLit and Successmaker:** Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

**Technical support services** are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

**Professional Services:** All paid services must be scheduled and delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. MySavvasTraining, which provides online access to on-demand tutorials and interactive webinar sessions, is included with purchase of products (mySavvasTraining.com).



# Livonia Public Schools

*Finance Office*

Date: June 1, 2021

To: Andrea Oquist, Superintendent

From: Alison Smith, Director of Finance

Re: Budget Update

I would like to discuss the 2021-2022 and 2022-2023 budgets with the Board of Education at the Finance Committee meeting on June 6, 2022. I will update the Board on our continued budget progress and share the most current information we have gathered since we last discussed the budgets.

I will present the Board with a recommended final budget amendment for the 2021-2022 school year that includes adjustments to both the revenues and expenditures. I will also present a recommendation for a proposed budget for the 2022-2023 school year. I look forward to dialog with the board trustees and their recommendations. Thank you.

AS/kv

c: Board of Education



Budget  
Update

2021-2022

Final Amended Budget  
&

2022-2023

Proposed Budget

# LPS District Priorities



## Student Achievement

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

## Employee Capacity

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

38

## Fiscal Responsibility

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

## Climate and Culture

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

# Wayne County Enhancement Millage Priorities



- Hiring and retaining high quality staff
- Preserving & enhancing our programs and offerings for students
- Maintaining class size, reducing where feasible<sup>39</sup>
- Supporting struggling learners and students with added needs
- Financial Stability

# 2021-2022 Final Amended Budget Recommendations



# 2021-2022

## Final Amended Budget Detail



# General Fund Revenue

	2020-21 Actual	2021-22 Proposed	2021-22 First Amended	2021-22 Final Amended
<b>Revenue</b>				
Local	34,535,422	35,161,841	39,119,901	41,736,409
State	115,494,146	111,454,563	113,066,401	114,021,108
Federal	34,964	33,596	23,351	43,169
Other Financing Sources	5,855,204	5,853,841	2,661,942	2,661,942
<b>Total Revenue</b>	\$ 155,919,736	\$ 152,503,841	\$ 154,871,595	\$ 158,462,628
<b>Fiscal Year Beginning Fund Balance</b>	\$ 33,751,184	\$ 31,475,056	\$ 33,099,290	\$ 33,099,290
<b>Revenue Plus Beginning Fund Balance (Total Available to Appropriate)</b>	\$ 189,670,920	\$ 183,978,897	\$ 187,970,885	\$ 191,561,918 <sup>41</sup>

Planned use of Fund Balance in 2020-21 and 2021-22

# 2021-2022

# Final Amended Budget Detail



# General Fund Expenditures

	2020-21 Actual	2021-22 Proposed	2021-22 First Amended	2021-22 Final Amended
<b>Expenditures</b>				
<b>Instruction</b>				
Basic Programs	78,521,261	77,093,694	77,858,521	79,100,400
Added Needs	15,558,986	16,320,486	14,876,311	14,956,800
<b>Total Instruction</b>	<b>\$ 94,080,247</b>	<b>\$ 93,414,180</b>	<b>\$ 92,734,832</b>	<b>\$ 94,057,200</b>
<b>Support Services</b>				
Pupil Support	8,670,240	8,889,161	7,985,926	9,125,253
Instructional Staff Support	7,245,501	7,928,031	8,082,684	7,928,250
General Administration	835,066	843,313	1,017,905	907,458
School Administration	10,059,868	10,237,175	10,457,197	10,636,756
Business Services	2,030,903	2,142,406	2,052,909	2,037,646
Operations and Maintenance	16,319,770	17,198,331	18,142,405	17,781,879
Transportation	8,153,911	8,790,003	7,240,001	7,794,503
Other Central Support	4,498,262	4,980,029	5,094,518	4,812,480
Athletics	2,157,978	2,180,078	2,242,174	2,428,888
<b>Total Support Services</b>	<b>\$ 59,971,498</b>	<b>\$ 63,188,527</b>	<b>\$ 62,315,719</b>	<b>\$ 63,453,113</b>
<b>Community Services</b>				
Community Recreation	74,959	77,504	52,786	27,085
Custody & Child Care	2,421,931	2,463,060	2,430,413	1,517,954
<b>Total Community Services</b>	<b>\$ 2,496,889</b>	<b>\$ 2,540,564</b>	<b>\$ 2,483,199</b>	<b>\$ 1,545,039</b>
<b>Other Financing Uses</b>				
Transfers to Other Funds	22,999	100,000	-	912,459
<b>Total Other Financing Uses</b>	<b>\$ 22,999</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 912,459</b>
<b>Total Expenditures</b>	<b>\$ 156,571,633</b>	<b>\$ 159,243,271</b>	<b>\$ 157,533,750</b>	<b>\$ 159,967,811</b>
<b>Ending Fund Balance = Total Available to Appropriate less Total Expenditures</b>	<b>\$ 33,099,288</b>	<b>\$ 24,735,626</b>	<b>\$ 30,437,135</b>	<b>\$ 31,594,107</b>
<b>Fund Balance as a Percentage of Total Expenditures</b>	<b>21.1%</b>	<b>15.5%</b>	<b>19.3%</b>	<b>19.8%</b>

Planned use of Fund Balance in 2020-21 and 2021-22

# Other Funds



- Funded Projects
- Special Education
- Health & Welfare
- Food Service
- Debt Retirement
- Sinking Fund
- 2021 Bond
- Capital Projects
- Scholarship
- School Activities

# 2022-2023 Proposed Budget Recommendations



# Proposed Millage Rates

Purpose of Millage	Millage Rate	Estimated Revenue
General Fund (Non Homestead Operating Millage)	18.0000	\$26,869,185
Debt Retirement Fund	4.1000	\$20,850,826
Sinking Fund	1.5766	\$7,937,726

The proposed millage rates are the same as last year with the exception of the Sinking Fund millage that was reduced due to MCL 211.34d (Headlee Rollback).

# 2022-2023 Proposed Budget Detail



## General Fund Revenue

	2021-22 Final Amended	2022-23 Proposed
<b>Revenue</b>		
Local	41,736,409	38,682,095
State	114,021,108	120,261,959
Federal	43,169	43,169
Other Financing Sources	2,661,942	2,592,400
<b>Total Revenue</b>	<b>\$ 158,462,628</b>	<b>\$ 161,579,623</b>
<b>Fiscal Year Beginning Fund Balance</b>	<b>\$ 33,099,290</b>	<b>\$ 32,594,107</b>
<b>Revenue Plus Beginning Fund Balance (Total Available to Appropriate)</b>	<b>\$ 191,561,918</b>	<b>\$ 194,173,730</b>
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Planned use of Fund Balance in 2020-21, 2021-22, & 2022-23

# General Fund Expenditures

# 2022-2023

# Proposed Budget Detail



	2021-22 Final Amended	2022-23 Proposed
<b>Expenditures</b>		
<b>Instruction</b>		
Basic Programs	79,100,400	81,018,034
Added Needs	14,956,800	15,333,034
<b>Total Instruction</b>	<b>\$ 94,057,200</b>	<b>\$ 96,351,068</b>
<b>Support Services</b>		
Pupil Support	9,125,253	8,416,620
Instructional Staff Support	7,928,250	8,486,114
General Administration	907,458	935,277
School Administration	10,636,756	11,170,929
Business Services	2,037,646	2,111,495
Operations and Maintenance	17,781,879	19,020,875
Transportation	7,794,503	8,191,485
Other Central Support	4,812,480	4,948,930
Athletics	2,428,888	2,440,789
<b>Total Support Services</b>	<b>\$ 63,453,113</b>	<b>\$ 65,722,514</b>
<b>Community Services</b>		
Community Recreation	27,085	27,161
Custody & Child Care	1,517,954	2,593,328
<b>Total Community Services</b>	<b>\$ 1,545,039</b>	<b>\$ 2,620,489</b>
<b>Other Financing Uses</b>		
Transfers to Other Funds	912,459	-
<b>Total Other Financing Uses</b>	<b>\$ 912,459</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 159,967,811</b>	<b>\$ 164,694,071</b>
<b>Ending Fund Balance = Total Available to Appropriate less Total Expenditures</b>	<b>\$ 31,594,107</b>	<b>\$ 29,479,659</b>
<b>Fund Balance as a Percentage of Total Expenditures</b>	<b>19.8%</b>	<b>17.9%</b>

Planned use of Fund Balance in 2020-21, 2021-22, & 2022-23

# Other Funds



- Funded Projects
- Special Education
- Health & Welfare
- Food Service
- Debt Retirement
- Sinking Fund
- 2021 Bond
- Capital Projects
- Scholarship
- School Activities



# Budget Update

2021-2022

Final Amended Budget  
&

2022-2023

Proposed Budget



# Livonia Public Schools

*District Services*

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Date: June 1, 2022

Re: 2022-23 Lease Renewals

I would like to present and discuss lease renewals effective July 1, 2022 through June 30, 2023 at the next Committee of the Whole meeting on Monday, June 6, 2022. Lease renewals have been sent to lessees for their approval and signature. I plan to bring the signed 2022-23 leases for the Board's approval at the regular voting meeting. There are four leases for renewal: Himawari Preschool at Niji-Iro, Little Tots at Cass, Learning Tree at Marshall, and Garfield Cooperative Preschool at Marshall.

Please include this item on the agenda. Thank you.

Attachments

PF/ko

C: Board of Education



## LEASE AGREEMENT

THIS LEASE is made and entered into on **July 1, 2022**, by and between LIVONIA PUBLIC SCHOOLS, the Lessor (hereinafter designated as the “Lessor”), and HIMAWARI PRESCHOOL (hereinafter designated as the “Lessee”).

### WITNESSETH:

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

A portion of the Niji-Iro Elementary School  
consisting of Classrooms 18, 19 & 20 and one (1)  
office area for a total of 2,559 square feet. Common areas consisting of  
lobbies, hallways, parking lot and restrooms shall be used jointly  
with Lessor and any other tenant’s that occupy this building located at  
36611 Curtis, Livonia, Michigan

for a term of one (1) year from and after **July 1, 2022 – June 30, 2023**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Thirty-eight thousand, three hundred, forty-two and 00/100 dollars (\$38,342.00)**. The monthly payment of **Three thousand, one hundred, ninety-five and 17/100 (\$3,195.17)** is due on the first of each month for the term of the lease.

- 1a. RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.
- 2. SERVICES.** The Lessor shall provide custodial services, electrical utilities, water and heat to the premises. Lessee shall arrange for the installation or payment of any service for telephones, internet, or similar information services at its own cost and shall be responsible for any telephone or internet charges.
- 3. INSURANCE.** In addition to the rentals hereinbefore specified, the Lessee agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this Lease on the amount of insurance now carried by the Lessor on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Lessee or the character of its occupancy, whether or not the Lessor has consented to the same.
- 4. ADDITIONAL RENT.** If the Lessee shall default in any payment or expenditure other than Rent required to be paid or expended by the Lessee under the terms hereof, the Lessor may at his option make such a payment or expenditure, in which event the amount thereof shall be payable as rental to the Lessor by the Lessee on the next ensuing rent day together with interest at ten (10%) percent per annum from the date<sup>51</sup> of such payment or expenditure by the Lessor

and on default in such payment the Lessor shall have the same remedies as on default in payment of rent.

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

5. **PLACE OF PAYMENT.** All payments of rent or other sums to be made to the Lessor shall be made payable to Livonia Public Schools at 15125 Farmington Road, Livonia, Michigan 48154 or at such place as the Lessor shall designate from time to time.
6. **ASSIGNMENT.** The Lessee covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Lessor the right to terminate this Lease and to re-enter and repossess the leased premises.
7. **BANKRUPTCY AND INSOLVENCY.** The Lessee agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event this Lease may be terminated at the option of the Lessor.
8. **RIGHT TO MORTGAGE.** The Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the lease premises form a part. And the Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Lessor and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Lessor the attorney-in-fact of the Lessee to execute and deliver any such instrument or instruments for and in the name of the Lessee.
9. **USE.** It is understood and agreed between the parties hereto that the premises during the continuance of this Lease shall be occupied exclusively as a school facility and for no other purpose or purposes or for any other commercial activity of any nature, without written consent of the Lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this Lease forthwith and re-enter and repossess the leased premises.

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

- 10. FIRE.** It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Lessor will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition, provided, however, that if the Lessee shall fail to adjust his own insurance or to remove this damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Lessee, his agents or employees, and provided further that if the Lessee shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Lessee, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Lessor may at his option terminate this lease forthwith by a written notice to the Lessee.
- 11. REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises.
- 12. INDEMNIFICATION.** The Lessee agrees, to the extent permitted by law, to indemnify and hold Lessor harmless against all liabilities, damage to any person or property in, on or about said leased premises, or other expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Lessor from any act of neglect or default by Lessee occurring during the term of this Lease, including any liability, damage or injury to the Lessee, its agents, employees, invitees or other persons entering the premises, or to goods and chattels therein, resulting from any defect in the structure or its equipment, or in the structure or equipment of structure of which the demised premises are a part. This obligation shall survive any termination of this Lease.
- 13. INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars property damage insurance resulting from any one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day or terminate lease.
- 14. REPAIRS AND ALTERATIONS.** Except as provided in Paragraph 12 hereof, the Lessee further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The Lessee shall

not make any alterations, additions, or improvements to said premises without the Lessor's prior written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

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

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

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

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

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

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

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

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

**20. CONDITION OF PREMISES AT TIME OF LEASE.** The Lessee further

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

- 21. DISCLAIMER.** The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Lessee or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.
- 22. HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary. Rent shall be in the amount 1 1/2 times monthly hereunder.
- 23. RIGHT OF FIRST REFUSAL.** During the term of this Lease, Lessee shall have the right of first refusal on any additional square footage of space (the "Expansion Space") located in the Taylor School. If at any time during the term of this Lease, Lessor receives an offer to rent all or a portion of the Expansion Space, Lessor shall provide Lessee with the first offer to rent said Expansion Space, but otherwise on the same terms and conditions as set forth in this Lease. Lessee shall have seven (7) days after receipt of written notification of said third party offer, including a copy of the offer, to exercise its right hereunder. If Lessee does not exercise its right hereunder within said seven (7) day period, Lessor may rent the additional space to such third party. If such third party decides not to rent the additional space, Lessee's right of first refusal hereunder shall continue with respect to future third party offers.
- 24. ACCESS TO PREMISES.** The Lessor shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary, he may demand that the Lessee make the same if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to his stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that he will forthwith on demand pay to the Lessor the cost thereof with interest at 10% annum, and if he shall make default in such payment the Lessor shall have the remedies provided in Paragraph 5. hereof.
- 25. RE-ENTRY.** In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Lessee and each and every occupant to remove and put out.
- 26. QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

- 27. EXPENSES-DAMAGES RE-ENTRY.** In the event that the Lessor shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Lessee hereby agrees to pay out the Lessor the expense incurred in obtaining possession of said premises including attorney's fees and court costs, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
- 28. REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- 29. WAIVER.** One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.
- 30. NOTICE.** Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid.
- 31. OPTION TO EXTEND OR RENEW.** Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by Livonia Public Schools School District. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost of living index for the previous twelve month period. As used herein, the cost of living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.
- 32. OPTION TO TERMINATE.** It shall be understood and agreed between the parties that upon a written ninety (90) days notice to the Lessee, the Lessor reserves the right to terminate said Lease Agreement, effective at the termination of the then-current academic year, if it becomes necessary to use the facility for its own purposes.
- 33. TAXES AND ASSESSMENT.** Lessor shall use its best efforts to maintain the current tax exempt status for the premises. However, should a possessory interest tax or any other personal property or real property tax or assessment whatever be assessed against the Lessor or the premises as a result of this Lease of the premises, the Lessee agrees to and shall pay it pro rata share of all such foregoing taxes and assessments and charges prior to the date of delinquency thereof and given written notice of each such payment to the Lessor within five (5) days after such payment is made. Lessee may contest the validity or amount of such taxes or assessments, but shall hold Lessor harmless with respect to any such contest. Lessee's pro rata share of any such taxes shall be the ratio of the square feet in the demised premises to the total number of square feet of leasable space in the entire premises which is assessed for such taxes.
- 34. MISCELLANEOUS.** It is agreed that in this Lease the word "he" shall be used as

synonymous with the words "she," "it" and "they," and the word "his" synonymous with the words "her," "its" and "their."

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

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

**IN THE PRESENCE OF:**

By: \_\_\_\_\_  
Assistant Superintendent of  
District Services

By: \_\_\_\_\_

**IN THE PRESENCE OF:**

By: \_\_\_\_\_

**LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Livonia Board of Education President

By: \_\_\_\_\_  
Livonia Board of Education Secretary

By: \_\_\_\_\_  
Ted Delphia  
Himawari Preschool



## LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2022**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor), and the LIVONIA LITTLE TOTS DAY NURSERY Lessee (hereinafter designated as the Lessee).

### WITNESSETH:

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

A portion of the property known as Cass School, 34633 Munger, Livonia, Michigan:  
Classrooms 12 - 24, main office, teacher lounge, LMC and kitchen with storage room

The total lease space is 19,600 square feet (of which the portion of LMC used is 7,000 square feet) for a term of **twelve (12)** months from and after **July 1, 2022– June 30, 2023**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **One hundred ninety-two thousand six hundred sixty-seven, and 00/100 cents (\$192,667.00)**. The monthly payment of **Sixteen thousand, fifty-five and 59/100 (\$16,055.59)** is due on the first of each month for the term of the lease.

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

**2. RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.

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

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

**5. ADDITIONAL RENT.** If the Lessee shall default in any payment or expenditure other than rent required to be paid or expended by the Lessee under the terms hereof, the Lessor may at

his option make such a payment or expenditure, in which event the amount thereof shall be payable as rental to the Lessor by the Lessee on the next ensuing rent day together with interest at ten (10%) percent per annum from the date of such payment or expenditure by the Lessor and on default in such payment the Lessor shall have the same remedies as on default in payment of rent.

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

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

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

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

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

**10. USE.** It is understood and agreed between the parties hereto that the premises during the continuance of this lease shall be occupied exclusively as a preschool and for no other purpose or purposes or for any other commercial activity of any nature, without written consent of the Lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this lease forthwith and re-enter and repossess the leased premises. The Lessee shall use the premises during regular school hours and during regular custodial hours per employee contracts. In the event over holidays or week-ends the Lessee is the sole occupant of the building, Lessee will accept full responsibility for entering, locking and securing the facility in accordance with Lessor's security regulations.

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

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

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

**14. INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars property damage insurance resulting from any one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day or terminate lease.

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

molestation or injury.

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

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

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

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

If less than the whole be taken, the Lessor may at the Lessor's option restore the remainder of the premises. In event the Lessor shall elect not to restore the building, this lease shall be void in the same manner as is above provided, in event the entire premises are taken.

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

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

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

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

**22. HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary. Rent shall be in the amount 1 ½ times monthly hereunder.

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

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

**25. QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

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

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

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

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

**30. OPTION TO EXTEND OR RENEW.** Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost of living index for the previous twelve month period. As used herein, the cost of living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.

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

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

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

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

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

**IN THE PRESENCE OF:**

By: \_\_\_\_\_  
**Assistant Superintendent  
of District Services**

By: \_\_\_\_\_

**IN THE PRESENCE OF:**

By: \_\_\_\_\_

**LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_  
**Livonia Board of Education President**

By: \_\_\_\_\_  
**Livonia Board of Education Secretary**

By: \_\_\_\_\_  
**Elizabeth Cinque, Director  
Livonia Little Tots Day Nursery**



## LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2022**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor), and the THE LEARNING TREE CHILD CARE CENTER Lessee (hereinafter designated as the Lessee).

### WITNESSETH:

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

A portion of the real property known as Marshall School, located at 33901 Curtis Road, Livonia, Wayne County, Michigan 48152, consisting of approximately 19,100 square feet of property space EXCLUDING THE FOLLOWING: Rooms 1-5, the LMC and it's adjoining Office, Tech Room, AV Work Room, Small Group Room.

for a term of one (1) year from and after **July 1, 2022 – June 30, 2023**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Two hundred thirty-four thousand, six hundred thirty-four and 00/100 dollars (\$234,634.00)**. The monthly payment of **Nineteen thousand, five hundred fifty-two and 83/100 (\$19,552.83)** is due on the first of each month for the term of the lease.

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

**2. RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.

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

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

**5. ADDITIONAL RENT.** If the Lessee shall default in any payment or expenditure

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

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

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

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

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

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

**10. USE.** It is understood and agreed between the parties hereto that the premises during the continuance of this lease shall be occupied exclusively as a preschool and for no other purpose or purposes or for any other commercial activity of any nature, without written consent of the Lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this lease forthwith and re-enter and repossess the leased premises. The Lessee shall use the premises during regular school hours and during regular custodial hours per

employee contracts. In the event over holidays or week-ends the Lessee is the sole occupant of the building, Lessee will accept full responsibility for entering, locking and securing the facility in accordance with Lessor's security regulations.

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

**12. REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises. **Notwithstanding the foregoing, during the term of this Lease, Lessor shall not be responsible to make any capital improvements or repairs to the Building or within the Premises exceeding \$30,000.00 Dollars.**

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

**14. INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars property damage insurance resulting from any one occurrence. Lessee shall deliver said

policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable upon the next ensuing

rent day or terminate lease.

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

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

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

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

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

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

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

**18. RESERVATION.** The Lessor reserves the right of free access at all times to the

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

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

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

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

**22. HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary. Rent shall be in the amount 1 ½ times monthly hereunder.

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

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

**25. QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

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

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

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

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

**30. OPTION TO EXTEND OR RENEW.** Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost of living index for the previous twelve month period. As used herein, the cost of living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.

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

**32. TAXES AND ASSESSMENT.** Lessor shall use its best efforts to maintain the current tax exempt status for the premises. However, should a possessory interest tax or any other personal property or real property tax or assessment whatever be assessed against the Lessor or the premises as a result of this lease of the premises, the Lessee agrees to and shall pay it pro rata share of all such foregoing taxes and assessments and charges prior to the date of delinquency

thereof and given written notice of each such payment to the Lessor within five (5) days after such payment is made. Lessee may contest the validity or amount of such taxes or assessments, but shall hold Lessor harmless with respect to any such contest. Lessee's pro rata share of any such taxes shall be the ratio of the square feet in the demised premises to the total number of square feet of leasable space in the entire premises which is assessed for such taxes.

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

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

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

**IN THE PRESENCE OF:**

**LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Assistant Superintendent  
of District Services

By: \_\_\_\_\_  
Livonia Board of Education President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Livonia Board of Education Secretary

**IN THE PRESENCE OF:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Learning Tree Representative



## LEASE AGREEMENT

THIS LEASE, made this first day of **July 1, 2022**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor) and GARFIELD COOPERATIVE PRESCHOOL, INC., the Lessee (hereinafter designated as the Lessee).

### WITNESSETH

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

A portion of the property known as Marshall Elementary School, located at 33901 Curtis, Livonia, Michigan, and set forth on the plan of said school attached as Exhibit "A" as follows: Classroom #4 - consisting of 1,156 square feet.

for a term of one (1) year from and after **July 1, 2022 – June 30, 2023**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Thirteen thousand, six hundred, seventy and 00/100 dollars (\$13,670.00)**. The monthly payment of **One thousand, one hundred thirty-nine and 17/100 (\$1,139.17)** is due on the first of each month for the term of the lease.

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

2. **RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.

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

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

5. **ADDITIONAL RENT.** If the Lessee shall default in any payment or

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

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

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

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

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

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

10. **USE.** It is understood and agreed between the parties hereto that the premises during the continuance of this lease shall be occupied exclusively for operating a cooperative nursery and for no other purpose or purposes or for any other commercial activity of any nature, without written consent of the lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this

agreement the Lessor may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

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

12. **REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises. **Notwithstanding the foregoing, during the term of this Lease, Lessor shall not be responsible to make any capital improvements or repairs to the Building or within the Premises exceeding \$30,000.00 Dollars.**

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

14. **INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars property damage insurance resulting from any one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable on the next ensuing rent day.

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

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

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

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

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

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

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

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

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

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

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

22. **HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

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

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

and put out.

25. **QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

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

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

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

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

30. **OPTION TO EXTEND OR RENEW.** Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost of living index for the previous twelve month period. As used herein, the cost of living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.

31. **OPTION TO TERMINATE.** It shall be understood that upon a written ninety (90) days notice to the Lessee, the Lessor reserves the right to terminate said Lease Agreement if it becomes necessary to use the facilities for its own purposes.

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





# Livonia Public Schools

*District Services*

Date: June 1, 2022

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Approval of LCTC/Robotics Bid Results

I would like an opportunity to share with the Board of Education information on bid pack #3 for the Livonia Career Technical Center Renovation and the Robotics Addition at the next Committee of the Whole Meeting on June 6, 2022.

Bids for this project were due and opened on May 24, 2022. The Bond Team has reviewed the information and interviewed bidders. The recommended bidders are detailed in Clark Construction's recommendation letter, which accompanies this memo. Also included are recommendation letters from the District's owner's representative, Plante Moran Cresa.

The total project cost for the hard construction is \$8,630,769.00, plus a 7% contingency of \$604,154.00 and fees of \$357,314.00, for a project total of \$9,592,237.00. Please note, this includes acceptance of two alternate bids.

Please add this request to the agenda of the Monday, June 6, 2022.

Attachments

PF/ko

c: Board of Education



**LIVONIA PUBLIC SCHOOLS  
AWARD RECOMMENDATIONS  
June 1, 2022**

**Table of Contents**

**Agenda Item V.B: Bond Program – Phase 1A: LCTC Renovations and Robotics Addition (Bid Package #3)**

- B.1 Plante Moran Cresa Award Recommendation Letter
- B.2 Budget Summary
- B.3 Clark Construction Co. Award Recommendation Letter & Cost Summary
- B.4 Bid Tabulations

June 1, 2022

Mr. Phillip Francis  
Asst. Superintendent of District Services  
Livonia Public Schools  
15125 Farmington Road  
Livonia, MI 48154

RE: 2021 Bond Program  
Contract Award Recommendation for Construction Bids  
Phase 1A: LCTC Renovations and Robotics Addition - Bid Package # 3

Dear Mr. Francis:

This letter transmits an update from Plante Moran Cresa (PMC) as it relates to the assignment to assist and advise Livonia Public Schools (LPS) in its selection of Prime Contractors for the Project listed above. This update represents the mutual efforts of PMC, Clark Construction Co., TMP Architecture, Inc., and LPS administration and staff (the Bond Team) to present a framework in order to identify, evaluate and recommend Prime Contractors for this Project.

On May 5, 2022, Construction Documents were formally issued and made available. An advertisement for bids was published in a local newspaper and also posted to the required State of Michigan websites.

On May 24, 2022, 38 bid proposals were received, and over the next several days were reviewed to determine the budget implications. Interviews were also held during this time and were attended by various members of the Bond Team.

Upon completion of the interviews, and after subsequent clarifications and discussions, the Bond Team is recommending the firms listed in Clark Construction Co.'s Award Recommendation Letter dated May 31, 2022 for contract award.

The recommendation includes the acceptance of Alternate #4 (Add \$29,151.00) and Alternate #7 (Add \$8,647.00) as further described in Clark's recommendation letter.

Including hard construction of \$8,630,769.00, CM costs and fees of \$357,314.00, and construction contingency of \$604,154.00, this Project award recommendation equals \$9,592,237.00.

For the Prime Contractors, the costs for this work will be detailed in AIA Contract A132 – 2019 Standard Form of Agreements between Owner and Contractor pending final review and approval of terms by district legal counsel.

The Project Team is available at the Board's convenience to answer any questions regarding bidding, the proposals, interview process, or the recommendations of the Bond Team. Please direct all questions through me via email at [brian.weber@plantemoran.com](mailto:brian.weber@plantemoran.com).

Sincerely,

PLANTE MORAN CRESA



Brian Weber  
Vice President

Enclosures:    Budget Summary  
                  Clark Construction Co. Award Recommendation Letter  
                  Summary of Costs  
                  Bid Tabulations



**BID PACKAGE #3: LCTC Renovations & Robotics Addition  
BUDGET SUMMARY**

	<b>Hard Construction</b>		
<b>Building</b>	<b>Budget*</b>	<b>Actual</b>	<b>Variance</b>
LCTC	\$ 3,970,147	\$ 8,630,769	\$ (4,660,622)
<b>Totals</b>	<b>\$ 3,970,147</b>	<b>\$ 8,630,769</b>	<b>\$ (4,660,622)</b>

	<b>CM Fees/Costs</b>		
	<b>Budget*</b>	<b>Actual</b>	<b>Variance</b>
Staffing	Included within the CM Contract		
Reimbursables	Included within the CM Contract		
General Conditions	\$ 79,403	\$ 172,615	\$ (93,212)
CM Fee (2%)	\$ 79,403	\$ 184,698	\$ (105,296)
<b>Totals</b>	<b>\$ 158,806</b>	<b>\$ 357,314</b>	<b>\$ (198,508)</b>

	<b>Construction Contingency (7%)</b>		
<b>Building</b>	<b>Budget*</b>	<b>Actual</b>	<b>Variance</b>
LCTC	\$ 317,612	\$ 604,154	\$ (286,542)
<b>Totals</b>	<b>\$ 317,612</b>	<b>\$ 604,154</b>	<b>\$ (286,542)</b>

	<b>Total Project Costs</b>		
<b>Building</b>	<b>Budget*</b>	<b>Actual</b>	<b>Variance</b>
LCTC	\$ 4,446,565	\$ 9,592,237	\$ (5,145,672)
<b>Totals</b>	<b>\$ 4,446,565</b>	<b>\$ 9,592,237</b>	<b>\$ (5,145,672) **</b>

\* Not inclusive of bid categories that will be re-bid at a later date

\*\* The budget overage will be funded from the Owner's Contingency within the Bond Program



**Headquarters**  
 3535 Moores River Drive  
 Lansing, MI 48911  
 517.372.0940 phone | 517.372.0668 fax  
[www.clarkcc.com](http://www.clarkcc.com)

**Southeast MI Office**  
 2660 Superior Court  
 Auburn Hills, MI 48326  
 248.286.1000 phone

**Northern MI Office**  
 3432 US 23 South  
 Alpena, MI 49707  
 989.278.2272 phone

## Livonia Public Schools - Bid Package No. 3 LCTC Renovation & Robotics Addition

May 31,2022

Mr. Phillip M. Francis - Asst. Superintendent of District Services  
 Livonia Public Schools  
 15125 Farmington Rd  
 Livonia, MI 48154

Re: Livonia Public Schools – 2021 Bond Program  
 Contract Award Recommendations 21-2867  
 Bid Package # 3 - LCTC Renovation & Robotics Addition

Dear Mr. Francis,

Bids for Bid Pack #3 were received on May 24, 2022, for 22 bid categories from the plans and specifications issued by TMP Architecture dated 5/2/222 includes Addendums 1, dated 5/18/22. Clark Construction Company, TMP Architecture and their consulting engineers, along with Plante Moran Cresa have conducted twenty-three post bid interview meetings with the low qualified recommended bidders. The bidders have also been through our pre-qualification process. The pre-qualification process includes the review of the trade contractors past financials’, bonding capacity, safety rating, labor capacity during the project schedule and reference calls regarding past projects. We have received each Contractor’s assurance that they are committed to meeting the requirements of the Contract Documents.

In addition to the direct Trade Contractor costs, Clark Construction Company recommends including a Construction Contingency amount of 7% for any unforeseen issues, General Condition budget amount of 2% related to items such as building permits, security and safety requirements, temporary utilities, etc. No costs will be committed without prior approval of the District Administration for each item. Clark Construction, Construction Manager’s Fee of 2% based on the Trade Contract cost plus the contingency cost.

We are recommending the Board award contracts in the amount of \$9,592,237. Clark Construction Company recommends Livonia Public Schools enter into Contracts with each of the Trade Contractors listed below. The recommended Trade Contractors provided the lowest qualified bid for the Work.

### BID PACK #3 – AWARD RECOMMENDATIONS

Listed below are the Bidders for which we recommend Board of Education approval to issue contracts and enclosed are Bid tabulations for the recommended Bid Categories of Work.



Michigan’s First  
 Platinum Contractor

2017, 2015 & 2013 AGC  
 National Safety  
 Excellence Award

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Bid Category & Description	Contractor	Bid Amount
002 - Building & Selective Demolition	Blue Star, Inc.***	\$ 93,531
003A - Concrete Flatwork	Simone Contracting Services ***	\$ 340,000
003B - Building Foundations	Simone Contracting Services	\$ 408,200
004 - Masonry	D'Aloisio Masonry and Construction Company	\$ 912,500
005 - Structural Steel	Howard Structural Steel, Inc.	\$ 913,192
006A - Rough. Finish Carpentry & General Trades	Wally Kosorski & Co., Inc.	\$ 619,500
006B - Glue Laminated	Wally Kosorski & Co., Inc.*	\$ 467,400
007A - Roofing	**	Re-Bid
007B - Metal Panels & Siding	**	Re-Bid
008A - Entrances & Storefronts, Windows, Curtain Wall	Daniels Glass***	\$ 585,469
008B - Overhead & Coiling Doors	**	Re-Bid
009A - Metal Studs, Gypboard & Acoustic Ceilings	**	Re-Bid
009B - Hard Tile	Boston Tile and Terrazzo Company	\$ 40,500
009C - Carpet & Resilient Flooring	Shock Brothers Floorcovering, Inc.	\$ 188,500
009D - Painting & Wall Covering	Conci Painting Inc	\$ 165,600
012 - Manufactured Casework	FCI Group LLC	\$ 70,023
021 - Fire Protection	Conti, LLC	\$ 92,900
022 - Plumbing	J.M.& Sons Plumbing Company***	\$ 380,158
023A - HVAC	Systemp Corp	\$ 1,008,900
023B - Controls	Automated Logic Contracting Service, Inc	\$ 61,706
026 - Electrical	Amcomm Telecommunications, Inc	\$ 917,300
031A - Earthwork & Utilities	Simone Contracting Services	\$ 1,179,000
032A - Asphalt	Nagle Paving *	\$ 186,390
<b>Trade Contracts Total:</b>		<b>8,630,769</b>
Construction contingency (7%)		\$ 604,154
<b>Construction Cost Total</b>		<b>\$ 9,234,923</b>
<b>Clark Construction Cost:</b>		
General Conditions (2% x \$8,630,769)		\$ 172,615
Construction Manager's Fee (2% x \$9,234,923)		\$ 184,698
<b>Total amount of Board Approval</b>		<b>\$ 9,592,237</b>

\* 06B –Glue Laminated bid category apparent low bidder had incomplete scope. Clark is recommending low qualified bidder at \$467,400

\*032A - Asphalt bid category apparent low bidder had incomplete bid resulting in Clark is recommending low qualified bidder at \$186,3909

\*\* Clark construction in re-bid the following bid categories



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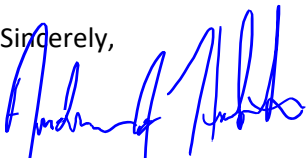
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- 007A – Roofing
- 007B - Metal Panels & Siding
- 008B - Overhead & Coiling Doors
- 009A - Metal Studs, Gypsum board & Acoustic Ceilings

\*\*\* Bid Amount inclusive of Alternates

- Alt. # 1 Replace Main Electrical Gear – N/A; Included in base bid per Addendum # 1
- Alt. # 2 Polish concrete in lieu of LVT # 1 – N/A; Declined by the Bond Team.
- Alt. # 3 Additional staining of exterior brick – N/A; Declined by the Bond Team
- Alt. # 4 Provide additional operable glass wall - Accepted by Bond Team for an add of \$29,151**
- Alt. # 5 Replace metal panel # 4 with metal panel # 3 – N/A; category to be re-bid.
- Alt. # 6 Relocation of underground utilities – N/A; Included in base bid per Addendum # 1
- Alt. # 7 Reroute 2” water line from canopy - Accepted by Bond Team for an add of \$8,647**
- Alt. # 8 Use Metal joint in lieu of steel beams – N/A; Declined by the Bond Team.

Please contact me with any questions at [aholewinski@clarkcc.com](mailto:aholewinski@clarkcc.com)

Sincerely,  
  
 Andrew J. Holewinski  
 Clark Construction Company



Michigan's First  
 Platinum Contractor

2017, 2015 & 2013 AGC  
 National Safety  
 Excellence Award

An Equal Opportunity  
 Employer

Bid Package Description	Low Bid	Low Bidder
002A - Building & Selective Demolition	\$ 92,884	Blue Star, Inc.
003A - Concrete Flatwork	\$ 339,700	Eastside Equipment LLC, dba Simone Contracting Company
003B - Building Foundations	\$ 408,200	Eastside Equipment LLC, dba Simone Contracting Company
004A - Masonry	\$ 912,500	D'Aloisio Masonry and
005A - Structural Steel	\$ 913,192	Howard Structural Steel, Inc.
006B Glue Laminated	\$ 262,504	Timber Systems, LLC
006A - Rough.Finish Carpentry & General Trades	\$ 619,500	Wally Kosorski & Co.,Inc.
007A - Roofing	\$ 769,800	Royal Roofing Co., Inc.
007B - Metal Panels & Siding	\$ 985,000	Liberty Sheet Metal, Inc.
008A - Entrances & Storefronts, Windows, Curtain Wall	\$ 556,618	Daniels Glass
009A - Metal Studs, Gypboard & Acoustic Ceilings	\$ 595,000	Pontiac Ceiling and Partition Co.,LLC
009B - Painting & Wall Covering	\$ 165,600	Conci Painting Inc
009C - Carpet & Resilient Flooring	\$ 188,500	Shock Brothers Floorcovering, Inc.
009D - Hard Tile	\$ 40,500	Boston Tile and Terrazzo Company
012A - Manufactured Casework	\$ 70,023	FCI Group LLC
021A - Fire Protection	\$ 92,900	Conti, LLC
022A - Plumbing	\$ 372,158	J.M.& Sons Plumbing Company
023A - HVAC	\$ 1,008,900	Systemp Corp
026A - Electrical	\$ 917,300	Amcomm Telecommunications, Inc
031A - Earthwork & Utilities	\$ 1,179,000	Simone Construction Services
023D - Controls	\$ 61,706	Automated Logic Contracting Service, Inc
032A - Asphalt	\$ 164,274	Best Asphalt, Inc.



## Livonia Public Schools Career Technical Center

### 002A - Building & Selective Demolition

Contractor	Blue Star, Inc.	DKI INTERNATIONAL INC.	Christman Constructors, Inc.
Contact	Eric Devos	Freddy Yacoub	Sean Webber
Phone Number	586-427-9933	248-538-9910	517-482-0554
<b>Base Bid</b>	\$ 92,884	\$ 119,000	\$ 139,700
All Addenda Acknowledged	Yes	Yes	Yes
<b>Trade Hours</b>	1,224	1,250	760
Bid Bond	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

003A - Concrete Flatwork				
Contractor	Albanelli Cement Contractors, Inc.	DSP Constructors	Eastside Equipment LLC, dba Simone Contracting Company	McCarthy Construction
Contact	Alberto Albanelli	Vic Ferrini	Joe Rubino	Micheal McCarthy
Phone Number	734-762-0710	248-924-5646	586-254-0690	248-669-0700
<b>Base Bid</b>	\$ 361,800	\$ 492,618	\$ 339,700	\$ 362,553
All Addenda Acknowledged	Yes	Yes	Yes	Yes
<b>Trade Hours</b>	1,760	2,500	1,400	1,000
Bid Bond	Yes	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

003B - Building Foundations	
Contractor	Eastside Equipment LLC, dba Simone Contracting Company
Contact	Joe Rubino
Phone Number	586-254-0690
Base Bid	\$ 408,200
All Addenda Acknowledged	Yes
Trade Hours	1,300
Bid Bond	Yes
Bid Includes Bond Cost	Yes
Criminal Affidavit	Yes
Familial Disclosure Statement	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes



Livonia Public Schools Career Technical Center

004A - Masonry					
Contractor	Leidal & Hart Mason Contractors, Inc.	Hicks Masonry Company LLC, dbaHMC Mason Contractors	D'Aloisio Masonry and Construction Company	J&J Construction Company	Baker Construction Co., Inc.
Contact	Brad Leidal	Julie Gentile	Anthony D'Aloisio	Jonathan J Snyder	Micah Johnson
Phone Number	734-522-2400	586-566-3844	248-478-8020	248-437-7700	810-231-6913
<b>Base Bid</b>	\$ 1,275,000	\$ 1,101,950	\$ 912,500	\$ 1,418,405	\$ 1,153,000
All Addenda Acknowledged	Yes	Yes	Yes	Yes	Yes
Trade Hours	7,900	4,450	5,400	N/A	7,500
Bid Bond	Yes	Yes	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

005A - Structural Steel			
Contractor	B & A Structural Steel	Howard Structural Steel, Inc.	Foco Metal Works LLC
Contact	Steve Andree	Patrick Wilding	Chad Comps
Phone Number	586-948-2220	989-752-3000	517-719-8417
<b>Base Bid</b>	\$ 1,301,754	\$ 913,192	\$ 1,135,500
All Addenda Acknowledged	Yes	Yes	Yes
<b>Trade Hours</b>	2,300	640	2,126
Bid Bond	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

### 006A - Rough.Finish Carpentry & General Trades

<b>Contractor</b>	<b>Wally Kosorski &amp; Co.,Inc.</b>
Contact	Jeremy Eschner
Phone Number	586-791-1100
<b>Base Bid</b>	\$ 619,500
All Addenda Acknowledged	Yes
<b>Trade Hours</b>	N/A
Bid Bond	Yes
Bid Includes Bond Cost	Yes
Criminal Affidavit	Yes
Familial Disclosure Statement	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes



## Livonia Public Schools Career Technical Center

006B Glue Laminated		
<b>Contractor</b>	<b>Wally Kosorski &amp; Co.,Inc.</b>	<b>Timber Systems, LLC</b>
Contact	Jeremy Eschner	Kristen Riedel
Phone Number	586-791-1100	810-245-6214
<b>Base Bid</b>	\$ 467,400	\$ 262,504
All Addenda Acknowledged	Yes	Yes
<b>Trade Hours</b>	N/A	576
Bid Bond	Yes	Yes
Bid Includes Bond Cost	Yes	Yes
Criminal Affidavit	Yes	Yes
Familial Disclosure Statement	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes



**Livonia Public Schools Career Technical Center**

007A - Roofing	
<b>Contractor</b>	Royal Roofing Co., Inc.
Contact	Matt Dawson
Phone Number	248-276-7663
<b>Base Bid</b>	\$ 769,800
All Addenda Acknowledged	Yes
<b>Trade Hours</b>	1,728
Bid Bond	Yes
Bid Includes Bond Cost	Yes
Criminal Affidavit	Yes
Familial Disclosure Statement	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes
Attended Mandatory Pre-Bid	Yes



## Livonia Public Schools Career Technical Center

### 007B - Metal Panels & Siding

Contractor	Foco Metal Works LLC	Liberty Sheet Metal, Inc.
Contact	Chad Comps	Rachelle Borgiel
Phone Number	517-719-8417	586-739-7023
<b>Base Bid</b>	\$ 1,135,500	\$ 985,000
All Addenda Acknowledged	Yes	Yes
<b>Trade Hours</b>	2,126	2,100
Bid Bond	Yes	Yes
Bid Includes Bond Cost	Yes	Yes
Criminal Affidavit	Yes	Yes
Familial Disclosure Statement	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes



## Livonia Public Schools Career Technical Center

008A - Entrances & Storefronts, Windows, Curtain Wall		
Contractor	Daniels Glass	Trenko Commercial Glass
Contact	Ken VanBuskirk	John Trenkamp
Phone Number	313-538-2746	586-668-5414
<b>Base Bid</b>	\$ 556,618	\$ 608,000
NA		
All Addenda Acknowledged	Yes	Yes
<b>Trade Hours</b>	660	1,100
Bid Bond	Yes	Yes
Bid Includes Bond Cost	Yes	Yes
Criminal Affidavit	Yes	Yes
Familial Disclosure Statement	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes



## Livonia Public Schools Career Technical Center

009A - Metal Studs, Gypboard & Acoustic Ceilings		
Contractor	Turner Brooks Inc.	Pontiac Ceiling and Partition Co.,LLC
Contact	Richard Baker	David Tomlinson
Phone Number	248-240-2447	248-365-6050
<b>Base Bid</b>	\$ 830,000	\$ 595,000
All Addenda Acknowledged	Yes	Yes
<b>Trade Hours</b>	3,700	3,465
Bid Bond	Yes	Yes
Bid Includes Bond Cost	Yes	Yes
Criminal Affidavit	Yes	Yes
Familial Disclosure Statement	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes



**Livonia Public Schools Career Technical Center**

**009B - Painting & Wall Covering**

<b>Contractor</b>	<b>Conci Painting Inc</b>	<b>DTS Contracting, Inc.</b>	<b>GV Painting, LLC</b>
Contact	Alex Derdelakos	Joe Stanaj	Josh Vushaj
Phone Number	734-464-7725	248-819-2912	586-799-3993
<b>Base Bid</b>	\$ 165,600	\$ 176,000	\$ 214,200
All Addenda Acknowledged	Yes	Yes	Yes
<b>Trade Hours</b>	1,100	640	2,670
Bid Bond	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

### 009C - Carpet & Resilient Flooring

Contractor	Shock Brothers Floorcovering, Inc.	William C Reichenbach Co.	Turner Brooks Inc.
Contact	Charles Shock	Gerald Rutkowski	Niklas Deskins
Phone Number	586-585-7470	517-882-3404	248-548-3400
<b>Base Bid</b>	\$ 188,500	\$ 239,000	\$ 201,301
All Addenda Acknowledged	Yes	Yes	Yes
<b>Trade Hours</b>	665	475	640
Bid Bond	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

009D - Hard Tile			
Contractor	Boston Tile and Terrazzo Company	Michielutti Bros Inc	DTS Contracting, Inc.
Contact	Dave C. Mularoni	John Michielutti	Joe Stanaj
Phone Number	313-535-7700	586-776-4990	248-819-2912
<b>Base Bid</b>	\$ 40,500	\$ 45,800	\$ 49,000
All Addenda Acknowledged	Yes	Yes	Yes
<b>Trade Hours</b>	N/A	288	160
Bid Bond	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

### 012A - Manufactured Casework

<b>Contractor</b>	<b>FCI Group LLC</b>
Contact	Scott Farnell
Phone Number	810-714-3421
<b>Base Bid</b>	<b>\$ 70,023</b>
All Addenda Acknowledged	Yes
<b>Trade Hours</b>	<b>85</b>
Bid Bond	Yes
Bid Includes Bond Cost	Yes
Criminal Affidavit	Yes
Familial Disclosure Statement	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes



## Livonia Public Schools Career Technical Center

021A - Fire Protection			
Contractor	Absolute Fire Protection	Conti, LLC	Wolverine Fire Protection Co.
Contact	Jack Shea	Bert Pitera	Leonard Friedman
Phone Number	586-469-2969	248-854-1764	248-207-7310
<b>Base Bid</b>	\$ 115,084	\$ 92,900	\$ 153,344
All Addenda Acknowledged	Yes	Yes	Yes
<b>Trade Hours</b>	460	350	520
Bid Bond	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

022A - Plumbing				
Contractor	J.M.& Sons Plumbing Company	W J O'Neil Company	Ecker Mechanical Contractors, Inc.	Miller-Boldt, Inc.
Contact	Dustan Cunningham	Brandon Roberts	Larry Harnden	Clint Miller
Phone Number	248-667-3140	810-252-6885	810-742-2232	586-997-330
<b>Base Bid</b>	\$ 372,158	\$ 576,300	\$ 488,000.00	\$ 524,000
All Addenda Acknowledged	Yes	Yes	Yes	Yes
<b>Trade Hours</b>	N/A	4,000	N/A	1,700
Bid Bond	Yes	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes	Yes



**Livonia Public Schools Career Technical Center**

023A - HVAC								
Contractor	R.W. Mead & Sons, Inc.	Ecker Mechanical Contractors, Inc.	Miller-Boldt, Inc.	W J O'Neil Company	Conti, LLC	Quality Aire Systems, Inc.	Systemp Corp	Contrast Mechanical, Inc
Contact	Akhil Bhatt	Larry Harnden	Clint Miller	Brandon Roberts	Connor Smiecinski	Chris Marinkovick	Michael Niemczycki	Paul Bowers
Phone Number	586-296-3650	810-742-2232	586-997-330	810-252-6885	586-274-4800	734-550-9800	248-343-3949	586-786-1200
<b>Base Bid</b>	\$ 1,200,000	\$ 1,193,700	\$ 1,249,000	\$ 1,310,000	\$ 1,033,666	\$ 1,064,000	\$ 1,008,900	\$ 1,119,000
All Addenda Acknowledged	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>Trade Hours</b>	N/A	N/A	1,700	4,000	2,500	2,000	1,400	N/A
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

### 023D - Controls

Contractor	Metro Controls, Inc.	Automated Logic Contracting Service, Inc
Contact	Trent Bomers	Mark Damberg
Phone Number	586-790-2500	313-570-7315
<b>Base Bid</b>	\$ 103,400	\$ 61,706
All Addenda Acknowledged	Yes	Yes
<b>Trade Hours</b>	650	200
Bid Bond	Yes	Yes
Bid Includes Bond Cost	Yes	Yes
Criminal Affidavit	Yes	Yes
Familial Disclosure Statement	Yes	Yes



## Livonia Public Schools Career Technical Center

026A - Electrical			
Contractor	O'Donnell Electric, LLC	Max Electric	Amcomm Telecommunications, Inc
Contact	Jim O'Donnell	Joseph M. Viviano	Matthew Higgins
Phone Number	734-459-4455	248-877-7056	248-698-8868
<b>Base Bid</b>	\$ 994,837	\$ 925,000	\$ 917,300
All Addenda Acknowledged	Yes	Yes	Yes
<b>Trade Hours</b>	4,610	4,000	5,200
Bid Bond	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes



## Livonia Public Schools Career Technical Center

### 031A - Earthwork & Utilities

Contractor	Simone Construction Services	Site Development, Inc.
Contact	Joe Rubino	Brian Callaway
Phone Number	586-254-0690	248-583-1200
<b>Base Bid</b>	\$ 1,179,000	\$ 1,227,000
All Addenda Acknowledged	Yes	Yes
<b>Trade Hours</b>	3,800	N/A
Bid Bond	Yes	Yes
Bid Includes Bond Cost	Yes	Yes
Criminal Affidavit	Yes	Yes
Familial Disclosure Statement	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes



## Livonia Public Schools Career Technical Center

032A - Asphalt			
Contractor	Best Asphalt, Inc.	Asphalt Specialists, Inc.	Nagle Paving Company
Contact	Bradley D. Hanson	Katelyn Watson / Tim Baugher	Rob Nagle
Phone Number	734-729-9440	248-334-0134	248-553-0600
<b>Base Bid</b>	\$ 164,274	\$ 206,650	\$ 186,390
All Addenda Acknowledged	Yes	Yes	Yes
<b>Trade Hours</b>	200	260	400
Bid Bond	Yes	Yes	Yes
Bid Includes Bond Cost	Yes	Yes	Yes
Criminal Affidavit	Yes	Yes	Yes
Familial Disclosure Statement	Yes	Yes	Yes
Affidavit of Compliance-Iran Economic Sanctions Act	Yes	Yes	Yes