

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION**

**Regular Meeting
June 19, 2023 - 6:30 PM
Board Room
15125 Farmington Road
Livonia, Michigan 48154**

AGENDA

- I. ROLL CALL: Madeline Acosta, Tammy Bonifield, Karen Bradford, Colleen Burton, Crystal Frank, Liz Jarvis, Mark Johnson**
- II. PLEDGE OF ALLEGIANCE**
- III. COMMUNICATIONS**
 - A. Recognition of LPS Robotics Sponsors and Acceptance of Gifts 3**
 - B. District Update from the Superintendent**
 - C. Written Communications**
 - D. Response to Prior Audience Communications**
 - E. Audience Communications (limited to 15 minutes, with remainder taking place prior to HEARING FROM BOARD MEMBERS)**
- IV. CONSENT AGENDA--Items marked with an "*" will be considered in one motion. These routine items have been individually reviewed by Board committees and were unanimously recommended for placing on this consent agenda. Any member of the Board may remove items from the consent agenda prior to voting. 4**
- V. DISPOSITION OF MINUTES**
 - A. *Minutes of the Regular Meeting of May 22, 2023 5**
- VI. PERSONNEL MATTERS**
 - A. Appointment of Student Services Coordinator 13**
 - B. Leaves of Absence 14**
 - C. Resignations 15**
 - D. Retirements 16**
 - E. Notice of Discontinuance of Teaching Contracts 18**
 - F. Teacher Recall Authorization 19**
 - G. *Authorization to Accept Resignations 20**
- VII. BUSINESS MATTERS**
 - A. *Approval of 2023-2024 Lease Renewals 21**
 - B. Purchase of Multi-Purpose Room Lighting 55**
 - C. High School Weight Room Renovations 57**
 - D. Adoption of 2022-2023 Final Budget Amendments 78**
 - E. Adoption of 2023-2024 Proposed Budget and Millage Rates 89**
 - F. Tendering of Prior Bonds 100**
- VIII. HEARING FROM BOARD MEMBERS**
 - A. Establishment of Date for First Regular Board Meeting of 2023-24 121**

B. Board Members to Attend MASB 2023 Summer Institute	122
C. Hearing from Board Members	
IX. ADJOURNMENT	

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: Gifts to Livonia Public Schools' FIRST Robotics Team

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the generous monetary and in-kind donations to the Livonia Public Schools FIRST Robotics Teams:

- Aisin Technical Center of America, Inc. \$10,000 monetary donation
- Bosch Engineering North America \$8,000 monetary donation
- Roush Management LLC \$5,000 monetary donation
- ZF (TRW Automotive) \$4,000 monetary donation
- Ford Motor Company \$3,000 monetary donation
- 4M Industries, Inc. \$1,500 monetary donation
- HM White LLC \$1,000 monetary donation
- Operating Engineers, Inc. \$1,000 monetary donation
- Parks Maintenance, Inc. \$1,000 in-kind donation
- First in Michigan – grant donation
- General Motors – Dollars for Doers Program and mentors
- Siemens – in-kind donation (software / CAD computers)
- Schostak Brothers & Company, Inc. – In-kind donation (building use)
- TomPromo Marketing – in-kind donation (marketing brochures, etc.)

RATIONALE:

The monetary and in-kind donations were used by the 2022-2023 Livonia Public Schools FIRST Robotics Competition Teams.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Stacy Jenkins, Administrator of Communications

EXHIBITS:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: Consent Agenda

RECOMMENDATION:

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

- V.A. Minutes of the Regular Meeting of May 22, 2023
- VI.G. Authorization to Accept Resignations
- VII.A. Approval of 2023-2024 Lease Renewals

RATIONALE:

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

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Andrea L. Oquist, Superintendent

EXHIBITS:

Attached

Off/Supt/jw

**MINUTES
BOARD OF EDUCATION
Livonia Public Schools
Regular Meeting
May 22, 2023**

President Johnson convened the meeting at 6:34 p.m.

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

Members Absent None

Recognition of National Merit Scholars Stacy Jenkins, Administrator of Communications, announced the National Merit Scholar recipients and shared information about each student. National Merit Finalists include: Melissa Barbat, Churchill; Gavin Bullock, Franklin; and Alexandra Curley, Churchill. Jackson Pittman, Churchill, was a National Merit Semifinalist. Mrs. Jenkins presented Melissa Barbat with a Certificate of Recognition and will send a certificate to the remaining students, who were not able to attend the Board meeting.

District Update from the Superintendent Superintendent Oquist presented highlights of recent activities taking place across the District, as well as upcoming events.

Written Communications None

Response to Prior Audience Communications None

Audience Communications An individual addressed the Board regarding the Industrial Arts class at LPS. Two individuals addressed the Board regarding diversity and equity in the District.

Appointment of Student Services Coordinators It was moved by Mrs. Burton and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Nicole West and Caitlin VerMeer as student services coordinators beginning August 1, 2023.

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

Appointment of Assistant Principal at Churchill High School

It was moved by Mrs. Bonifield and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Todd Kalmbach as assistant principal at Churchill High School beginning August 2, 2023.

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

Consent Agenda

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

- V.A. Minutes of the Regular Meeting of May 1, 2023
- V.B. MHSAA Membership Resolution for 2023-24

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

40-Year Resolution – Catherine Custard

It was moved by Mrs. Bradford and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District accept the proposed resolution of appreciation for 41 years of service with the District:

FORTY-YEAR RESOLUTION
Catherine Custard

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

WHEREAS, It has come to the attention of the Board that Catherine Custard completed 41 years of full-time employment in the Livonia Public Schools on August 31, 2022 and,

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

WHEREAS, It is a testament to both the quality of the work environment in the Livonia Public Schools School District and the steadfastness and dedication of its workforce, that Catherine has attained a 41-year record of employment with the school district; and

WHEREAS, She has given of her talents, time, and efforts in fulfilling her many and varied responsibilities as an adult helper in the Whitman Child Care Center, a primary caregiver at Jackson Center, and a paraprofessional at Grant Elementary, Cass Elementary Buchanan Elementary, and Coolidge Elementary.

NOW, THEREFORE, BE IT RESOLVED That the Board of Education hereby expresses appreciation and gratitude to Catherine Custard for her sincere and

dedicated service to the Livonia Public Schools and extends its best wishes to Catherine on reaching this milestone in her professional career

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

Teachers for Approval

It was moved by Mrs. Acosta and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and offer employment for the 2022-23 school year to the following teacher:

Macey Reese	1.0 ASD Teacher	Churchill
Melissa Sydor	1.0 ASD Teacher	Coolidge

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

Teacher for Tenure

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

Jill Mulville	September 2, 2022
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Ayes: Acosta, Bonifield, Bradford, Burton, Frank, Jarvis, Johnson
Nays: None

Leaves of Absence

It was moved by Mrs. Frank and supported by Mrs. Burton that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Superintendent and approve the request for leaves of absence as listed:

Jaime Ellwein	2023-24 school year
Sarah Rea	2023-24 school year
Stacy Rosner	2023-24 school year

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

Resignations

The Board was informed of the following resignations:

Alexandria Felts	May 10, 2023
Yuriko Ishida	June 21, 2023
Alisyn Warner	June 16, 2023

Retirements

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

Amal Ayyash, who will retire from the District on July 13, 2023, and has devoted 21.9 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as an English language learner paraprofessional, servicing students throughout the District.

Denise Dobias, who will retire from the District on June 30, 2023, and has devoted 26 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary in the Audio Visual Department at Dickinson Center and in the Maintenance Department.

Kimberly Fortner, who will retire from the District on June 15, 2023, and has devoted 23.5 years of dedicated, loyal, and outstanding service to the students of Western Wayne Skills Center and the Livonia Transition Program as a physical therapy assistant and teacher.

Lisa Hissom, who will retire from the District on June 16, 2023, and has devoted 33 years of dedicated, loyal, and outstanding service to the students of Frost Middle School, Churchill High School, and Stevenson High School as a teacher.

Betty Kurc, who will retire from the District on June 14, 2023, and has devoted 24.5 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Cooper Elementary, McKinley Elementary, and Coolidge Elementary.

James Murphy, who will retire from the District on June 30, 2023, and has devoted 37 years of dedicated, loyal, and outstanding service to the students of Hull Elementary, Churchill High School, Washington Elementary, McKinley Elementary, Webster Elementary, Coolidge Elementary, Garfield Elementary, Johnson Upper Elementary, Rosedale Elementary, Cleveland Elementary, Hayes Elementary, and Riley Upper Elementary as a teacher.

Sharon Scott, who will retire from the District on July 14, 2023, and has devoted 23 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary at Stevenson High School and in the Operations Department.

Janet Stack, who will retire from the District on June 15, 2023, and has devoted 25 years of dedicated, loyal, and outstanding service to the students of Cass Elementary, Johnson Elementary, Garfield Elementary, Holmes Middle School, Stevenson High School, Rosedale Elementary and Churchill High School as a teacher.

Kelly Taddia, who will retire from the District on June 19, 2023, and has devoted 31 years of dedicated, loyal, and outstanding service to the students of Kennedy Elementary, Cooper Upper Elementary, and Johnson Upper Elementary as a teacher.

Mary Patricia Wright, who will retire from the District on June 15, 2023, and has devoted 20 years of dedicated, loyal, and outstanding service to the students of Churchill High School, Livonia Career Technical Center, Holmes Middle School, and Emerson Middle School as a teacher and counselor.

Elaine Yee, who will retire from the District on June 14, 2023, and has devoted 25 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Stevenson High School, Frost Middle School, in the Franklin Transition Program, and at Grant Elementary.

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

Contingency for Robotics and LCTC Renovations

It was moved by Mrs. Bonifield and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District approve the recommendation from the Owner's Representative, Plante Moran Cresa, to approve additional contingency for the Robotics and LCTC renovation project in the amount of \$213,000.

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

Parking Lot Maintenance

It was moved by Mrs. Bradford and supported by Mrs. Burton that the Board of Education of the Livonia Public Schools School District approve Titan Pavement, Waterford, Michigan, for parking lot maintenance in the total amount of \$42,063, which includes contingency.

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

Appointment of Auditor

It was moved by Mrs. Acosta and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools appoint the firm of Plante Moran to audit and prepare the financial statements for Livonia Public Schools for the 2022-2023 school year.

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

Approval of Resolution for Wayne RESA's 2023-2024 General Fund Operating Budget

It was moved by Mrs. Bradford and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools adopt the resolution related to the General Fund Operating Budget for the 2023-2024 school year for the Wayne County Regional Educational Service Agency ("RESA").

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

Garfield Greenhouse Change Order

It was moved by Mrs. Burton and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District approve additional funds for the Garfield greenhouse project in the amount of \$16,540.

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

Adoption of High School Psychology Textbooks

It was moved by Mrs. Bonifield and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools School District approve the purchase of *Psychology In Your Life, 4th Edition* digital access and class sets of physical textbooks from Norton High School for the Introduction to Psychology course, for a cost of \$37,315.20 which includes shipping and handling.

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

Grades 3-4 Word Study Professional Development

It was moved by Mrs. Frank and supported by Mrs. Bradford that the Board of Education of the Livonia Public Schools School District approve the purchase of digital teacher resources and professional development vouchers for 100 teachers to attend a 30-hour training on Orton Gillingham Morphology, our newly adopted word study curriculum for third and fourth grades, for a total cost of \$120,000.

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

Purchase of LCTC Furniture and Computers for Graphics Design/Digital Imaging Classroom

It was moved by Mrs. Jarvis and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District approve the purchase of items from the Apple Store for Education Institution and Interior Environments to update the LCTC Graphics Design/Digital Imaging classroom. The upgrade will include desks, chairs, iMac desktop computers, iPad Air Tablets, iPad accessories, Apple charging cart, and Apple Care+ for schools, for a total cost of \$110,781.02.

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

Recommend Expulsion of One Secondary Student

It was moved by Mrs. Bradford and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District expel one middle school student for violations of the Livonia Public Schools' Board of Education policies.

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

Second Reading of Board Policy IDF – Interscholastic Activities and Athletics

It was moved by Mrs. Acosta and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language for Board Policy IDF – Interscholastic Activities and Athletics, and remove Board Policy IDFA – Interscholastic Athletics.

**and
Removal of Board
Policy IDFA**

**BOARD POLICY
INSTRUCTIONAL PROGRAM
INTERSCHOLASTIC ACTIVITIES AND ATHLETICS**

**IDF
MAY 22, 2023**

The Board of Education recognizes the need for extracurricular and interscholastic activities and athletics and encourages student participation. The Board further recognizes that participating in these activities and athletics carries with it the responsibility of good behavior in and out of school and being in good academic standing. Failure on the part of any student to meet this responsibility is cause for suspension or removal from participation.

A program of interscholastic athletics shall be encouraged as an integral part of the total program of physical education. The interscholastic athletics program is designed for those students who have a particular interest, ability, and the desire to invest the time and energy required to participate in a Livonia Public Schools' athletic program.

The Board shall review and approve by resolution the School District's participation and membership in the Michigan High School Athletic Association (MHSAA). In conjunction with this review, the Board delegates to the Superintendent or designee the responsibility for adherence to MHSAA's Constitution and Bylaws, as well as the supervision of MHSAA related activities in accordance with the Code of Conduct in the school's Student Handbook.

All interscholastic activities and athletics shall be conducted in accordance with law.

~~**BOARD POLICY
INSTRUCTIONAL PROGRAM
INTERSCHOLASTIC ATHLETICS**~~

~~**IDFA
APRIL 16, 2018**~~

~~A program of interscholastic athletics shall be encouraged as an integral part of the total program of physical education. The interscholastic athletics program is designed for those students who have a particular interest, ability, and the desire to invest the time and energy required to participate in a Livonia Public Schools' athletic program.~~

~~The Board shall review and approve by resolution the school district's participation and membership in the Michigan High School Athletic Association (MHSAA). In conjunction with this review, the Board delegates to the superintendent or designee the responsibility for adherence to MHSAA's Constitution and By-Laws, as well as the supervision of MHSAA related activities in accordance with the Code of Conduct in the school's Student Handbook.~~

**Ayes: Acosta, Bonifield, Bradford, Burton, Frank, Jarvis, Johnson
Nays: None**

**Second Reading
of Board Policy
IFD – Library
Media Centers
and Classroom
Libraries**

It was moved by Mrs. Bonifield and supported by Mrs. Bradford that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language per the attached document for Board Policy IFD – Library Media Centers and Classroom Libraries.

**BOARD POLICY
INSTRUCTIONAL PROGRAM
LIBRARY MEDIA CENTERS AND CLASSROOM LIBRARIES**

**IFD
MAY 22, 2023**

The Livonia Public Schools School District establishes library media centers to provide and promote the intellectual, cultural, social, and ethical development of students and to provide resources which extend and deepen the experiences encompassed in the curriculum. Library Media Center materials are determined through a process based on the American Libraries Association (ALA) guidance for selection of books and other materials of learning which contribute to the growth of individual students. Selection for classroom libraries follows the same guidance criteria.

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

**Wayne RESA
Board Election
Designation of
Representative**

It was moved by Mrs. Burton and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools School District adopt a resolution to designate Board Member Liz Jarvis as an electoral representative and Board Member Crystal Frank as an alternate electoral representative for the June 5, 2023, Wayne RESA Board of Education election and select Mary Blackmon and Danielle Funderburg as the candidates for whom the vote should be cast.

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

**Approval for
Board Members
to Take MASB
Classes**

It was moved by Mrs. Bradford and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District approve that Board Trustee Crystal Frank take MASB classes, for a total cost of approximately \$396.

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

Adjournment

President Johnson adjourned the meeting at 8:41 p.m.

Off/Supt/jw

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: **Student Services Coordinator Appointment**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Erin Lawson as student services coordinator beginning August 1, 2023.

RATIONALE:

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

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Anthony Abbate, Director of Human Resources
Jennifer Keatts, Director of Human Resources

EXHIBIT:

None

ljn

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: **Leaves of Absence**

RECOMMENDATION:

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

<u>Name</u>	<u>Date effective</u>
Emily Goslow	2023-24 school year
Cindi Lonick	2023-24 school year

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Anthony Abbate, Director of Human Resources
Jennifer Keatts, Director of Human Resources

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: Resignations

RECOMMENDATION:

As authorized in the Board of Education motion of June 13, 2022, the following resignations have been accepted by the superintendent:

<u>Name</u>	<u>Date Effective</u>
Sarah Beavers	June 15, 2023
Alison Frazier	June 5, 2023
Payton Lenard	June 30, 2023
Shannon MacLellan	June 2, 2023
Kathleen Nagle	June 6, 2023
Grace Suchan	June 16, 2023
Melissa Sydor	June 15, 2023
Jennifer Taiariol	July 5, 2023
April Wholihan	June 15, 2023

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Jennifer Keatts, Director of Human Resources
Anthony Abbate, Director of Human Resources

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: Resolution of Appreciation for Employees Who are Retiring

RECOMMENDATION:

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

**Christine Gajor
Julie Neilson**

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Jennifer Keatts, Director of Human Resources
Anthony Abbate, Director of Human Resources

EXHIBIT:

Attached resolutions

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

RESOLUTIONS

Christine Gajor

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Christine Gajor will retire from the district on June 30, 2023; and,

WHEREAS, Christine Gajor has devoted 32 years of dedicated, loyal, and outstanding service to the students of Stevenson High School as a teacher and counselor; and,

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

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

Julie Neilson

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Julie Neilson will retire from the district on June 30, 2023; and,

WHEREAS, Julie Neilson has devoted 26 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Riley Middle School, Emerson Middle School, Holmes Middle School, Roosevelt Elementary, Churchill High School; and,

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

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

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: Notification of Discontinuance of Teaching Contracts

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent that the teachers, as listed, be laid off for the school year 2023-24 and that their teaching contracts not be renewed at the end of the 2022-23 school year. It is further resolved that the records show that the reasons for this action are a result of declining enrollment, teachers returning from leave, and program changes. Be it further resolved that the Board of Education direct the secretary of the Board to send a letter to each of the individuals listed, officially notifying them that their teaching contracts will not be renewed at the end of the 2022-23 school year and that they will be laid off as teachers in the Livonia Public Schools School District.

RATIONALE:

Rationale is provided above.

RESOURCE PERSONNEL:

Anthony Abbate, Director of Human Resources
Jennifer Keatts, Director of Human Resources

EXHIBIT:

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

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: **Teacher Recall Authorization**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and authorize the superintendent or her designee to begin, as soon as circumstances permit, the recall procedure for teachers who are on layoff. Said authorization not to exceed the 2023-24 staffing guidelines.

RATIONALE:

This authorization, if approved, will allow the administration to recall teachers in an expeditious manner. Once letters of recall have been issued to staff members, the lists of teachers who accept the positions offered are then presented to the Board for formal ratification.

RESOURCE PERSONNEL:

Anthony Abbate, Director of Human Resources
Jennifer Keatts, Director of Human Resources

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: **Approval of 2023-24 Lease Renewals**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve lease agreements with Garfield Cooperative Preschool, Himawari Preschool, The Learning Tree, and Livonia Little Tots, effective July 1, 2023 through June 30, 2024, for a combined annual total amount of \$496,441.00.

RATIONALE:

All four tenants are long lessors of LPS building space. Leasing these district buildings brings additional revenue into the General Fund for Livonia Public Schools.

BUDGETARY INFORMATION:

Annual total amount of \$496,441.00 into the General Fund.

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached
PF/ko



LEASE AGREEMENT

THIS LEASE, made this first day of **July 1, 2023**, 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, 2023 – June 30, 2024**, 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 **Fourteen thousand, six hundred, twenty-seven and 00/100 dollars (\$14,627.00)**. The monthly payment of **One thousand, two hundred eighteen and 92/100 (\$1,218.92)** is due on the first of each month for the term of the lease.

- 1a. **RENT DEPOSIT.** The Lessee at the time of making this Lease Agreement has issued to the Lessor a deposit for security purposes, in the amount of \$1,000.00. At the termination of this lease, a determination will be made as to the rebate value of said deposit. Due consideration will be given to normal "wear and tear" in determining the amount of rebate.
2. **RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.
3. **SERVICES.** The Lessor shall provide minimal custodial service, electrical utilities, water, heat, and security to the facility. Lessee shall arrange for installation and service for all telephone charges. Lessee shall have its own program supplies including; hand soap, paper towels, toilet paper, and garbage bags. Lessor shall continue to supply those materials and supplies necessary for servicing the premises.
4. **INSURANCE.** In addition to the rentals hereinbefore specified, the Lessee agrees to pay as additional rental any increase on premiums for insurance against loss and fire that may be charged during the term of this lease on the amount of insurance now carried by the Lessor on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Lessee or the character of its occupancy, whether or not the Lessor has consented to the same.

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

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

6. **PLACE OF PAYMENT.** All payments of rent or other sums to be made to the Lessor shall be made payable to Livonia Public Schools at 15125 Farmington Road, Livonia, Michigan 48154 or at such place as the Lessor shall designate from time to time.
7. **ASSIGNMENT.** The Lessee covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Lessor the right to terminate his lease and to re-enter and repossess the leased premises.
8. **BANKRUPTCY AND INSOLVENCY.** The Lessee agrees that if the estate created hereby shall be taken in executions, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in such event this lease may be cancelled at the option of the Lessor.
9. **RIGHT TO MORTGAGE.** The Lessor reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the lease premises form a part, and the Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Lessor and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Lessor the attorney-in-fact of the Lessee to execute and deliver any such instrument or instruments for and in the name of the Lessee.
10. **USE.** It is understood and agreed between the parties hereto that the premises during the

continuance of this lease shall be occupied exclusively for operating a cooperative nursery and for no other purpose or purposes or for any other commercial activity of any nature, without written consent of the lessor. The Lessee agrees and shall not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

11. **FIRE.** It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Lessor will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition; provided however, that if the Lessee shall fail to adjust his own insurance or to remove 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 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 agreements made and entered into by the parties hereto are declared binding on their respective successors, representatives and assigns.

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

IN THE PRESENCE OF:

LIVONIA PUBLIC SCHOOLS

By: _____
Assistant Superintendent
of District Services

By: _____
Livonia Board of Education President

By: _____

By: _____
Livonia Board of Education Secretary

IN THE PRESENCE OF:

GARFIELD CO-OP NURSERY

By: _____

By:  _____
Kristen Koshizawa (May 22, 2023 09:36 EDT)
Garfield Co-op President







Garfield Co-op lease 2023-24

Final Audit Report

2023-05-22

Created:	2023-05-22
By:	PHILLIP FRANCIS (pfrancis@livoniapublicschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXyXdOfRKI6ip2MvbXoiyBQ2_OnPO-HQV

"Garfield Co-op lease 2023-24" History

-  Document created by PHILLIP FRANCIS (pfrancis@livoniapublicschools.org)
2023-05-22 - 1:24:38 PM GMT
-  Document emailed to president@garfieldpreschool.com for signature
2023-05-22 - 1:32:33 PM GMT
-  Email viewed by president@garfieldpreschool.com
2023-05-22 - 1:34:42 PM GMT
-  Signer president@garfieldpreschool.com entered name at signing as Kristen Koshizawa
2023-05-22 - 1:36:36 PM GMT
-  Document e-signed by Kristen Koshizawa (president@garfieldpreschool.com)
Signature Date: 2023-05-22 - 1:36:38 PM GMT - Time Source: server
-  Agreement completed.
2023-05-22 - 1:36:38 PM GMT



LEASE AGREEMENT

THIS LEASE is made and entered into on **July 1, 2023**, by and between LIVONIA PUBLIC SCHOOLS, the Lessor (hereinafter designated as the “Lessor”), and HIMAWARI PRESCHOOL (hereinafter designated as the “Lessee”).

WITNESSETH:

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

A portion of the Niji-Iro Elementary School 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, 2023 – June 30, 2024**, 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 **Fourty-one thousand, twenty-six and 00/100 dollars (\$41,026.00)**. The monthly payment of **Three thousand, four hundred, eighteen and 83/100 (\$3,418.83)** is due on the first of each month for the term of the lease.

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

in payment of rent.

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

5. **PLACE OF PAYMENT.** All payments of rent or other sums to be made to the Lessor shall be made payable to Livonia Public Schools at 15125 Farmington Road, Livonia, Michigan 48154 or at such place as the Lessor shall designate from time to time.
6. **ASSIGNMENT.** The Lessee covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Any assignment, transfer, hypothecation, mortgage 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 weekends 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:

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: Ted Delphia
Ted Delphia (May 22, 2023 12:49 EDT)

Ted Delphia
Himawari Preschool







Himawari lease 2023-24

Final Audit Report

2023-05-22

Created:	2023-05-22
By:	PHILLIP FRANCIS (pfrancis@livoniapublicschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_lm4GmRbURewypphVDq3HhsnysM0FeeV

"Himawari lease 2023-24" History

-  Document created by PHILLIP FRANCIS (pfrancis@livoniapublicschools.org)
2023-05-22 - 1:48:40 PM GMT
-  Document emailed to ted@himawaripreschool.org for signature
2023-05-22 - 1:49:53 PM GMT
-  Email viewed by ted@himawaripreschool.org
2023-05-22 - 4:48:15 PM GMT
-  Signer ted@himawaripreschool.org entered name at signing as Ted Delphia
2023-05-22 - 4:49:49 PM GMT
-  Document e-signed by Ted Delphia (ted@himawaripreschool.org)
Signature Date: 2023-05-22 - 4:49:51 PM GMT - Time Source: server
-  Agreement completed.
2023-05-22 - 4:49:51 PM GMT



LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2023**, 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, 2023 – June 30, 2024**, 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 weekends 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 tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition, provided, however, that if the Lessee shall fail to adjust his own insurance or to remove this damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Lessee, his agents or employees, and provided further that if the Lessee shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Lessee, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Lessor may at his option terminate this lease forthwith by a written notice to the Lessee.
12. **REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises. **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 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.

- 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:

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: [K. \[Signature\]](#) (Jun 2, 2023 14:19 EDT)
Learning Tree Representative







Learning Tree lease.2023-24

Final Audit Report

2023-06-02

Created:	2023-05-22
By:	PHILLIP FRANCIS (pfrancis@livoniapublicschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjZoPqI9seKdCbEI8IoNj2n7CiEIIQeG7

"Learning Tree lease.2023-24" History

-  Document created by PHILLIP FRANCIS (pfrancis@livoniapublicschools.org)
2023-05-22 - 1:53:30 PM GMT
-  Document emailed to Karen Ballard (ballardkarenj@gmail.com) for signature
2023-05-22 - 1:54:55 PM GMT
-  Email viewed by Karen Ballard (ballardkarenj@gmail.com)
2023-05-22 - 2:49:57 PM GMT
-  Email viewed by Karen Ballard (ballardkarenj@gmail.com)
2023-06-02 - 1:46:58 AM GMT
-  Document e-signed by Karen Ballard (ballardkarenj@gmail.com)
Signature Date: 2023-06-02 - 6:19:51 PM GMT - Time Source: server
-  Agreement completed.
2023-06-02 - 6:19:51 PM GMT



LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2023**, 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, 2023– June 30, 2024**, 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 six thousand one hundred fifty-four, and 00/100 cents (\$206,154.00)**. The monthly payment of **Seventeen thousand, one hundred seventy-nine and 47/100 (\$17,179.47)** 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 tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition, provided, however, that if the Lessee shall fail to adjust his own insurance or to remove this damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Lessee, his agents or employees, and provided further that if the Lessee shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against the Lessee, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Lessor may at his option terminate this lease forthwith by a written notice to the Lessee.
- 12. REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises.
- 13. INDEMNIFICATION.** The Lessee agrees and shall indemnify and hold Lessor harmless against all liabilities, damage to any person or property in, on or about said leased premises, or other expenses, including reasonable attorneys fees, which may be imposed upon, incurred by, or asserted against the Lessor from any act of neglect or default by Lessee occurring during the term of this lease, including any liability, damage or injury to the Lessee, its agents, employees, invitees or other persons entering the premises, or to goods and chattels therein, resulting from any defect in the structure or its equipment, or in the structure or equipment of structure of which the demised premises are a part. This obligation shall survive any termination of this lease.
- 14. INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars property damage insurance resulting from any

one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day or terminate lease.

- 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:

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: Elizabeth Cinque
Elizabeth Cinque (May 23, 2023 16:06 EDT)
**Elizabeth Cinque, Director
Livonia Little Tots Day Nursery**







Livonia Little Tots Lease.2023-24

Final Audit Report

2023-05-23

Created:	2023-05-22
By:	PHILLIP FRANCIS (pfrancis@livoniapublicschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnZItCuFv2m9NGrnYCCripoxozAncJiLgl

"Livonia Little Tots Lease.2023-24" History

-  Document created by PHILLIP FRANCIS (pfrancis@livoniapublicschools.org)
2023-05-22 - 1:46:55 PM GMT
-  Document emailed to bcinque@littletots.net for signature
2023-05-22 - 1:47:28 PM GMT
-  Email viewed by bcinque@littletots.net
2023-05-23 - 9:34:10 AM GMT
-  Signer bcinque@littletots.net entered name at signing as Elizabeth Cinque
2023-05-23 - 8:06:41 PM GMT
-  Document e-signed by Elizabeth Cinque (bcinque@littletots.net)
Signature Date: 2023-05-23 - 8:06:43 PM GMT - Time Source: server
-  Agreement completed.
2023-05-23 - 8:06:43 PM GMT

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: Purchase of Multi-Purpose Room Lighting

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the bid from Great Lakes Power & Lighting, Casco, Michigan for lighting and electrical upgrades in the amount of \$299,160, which includes contingency, and authorize the superintendent or her designee to negotiate and execute final contracts with the recommended contractor.

RATIONALE:

This upgrade will include the replacement of the current fluorescent lighting in the eight multi-purpose rooms (i.e., gymnasiums) at the following elementary schools: Cleveland, Coolidge, Grant, Hayes, Hoover, Kennedy, Roosevelt, and Rosedale.

BUDGETARY INFORMATION:

Sinking Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko

K-4 Gym Lighting Replacement at 8 Sites Bid Tab
Central Office Complex
June 7, 2023
12:00 P.M.

VENDORS BIDDING DESCRIPTION	Great Lakes					
	Power & Lighting					
GRAND TOTAL:	\$277,000.00	\$	\$	\$	\$	\$
BID BOND	X					
EQUAL OPPORTUNITY	X					
SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT	X					
IRAN SANCTIONS STATEMENT	X					
ADDENDUM 1	X					
FIRM REPRESENTATIVE PARTICIPATED IN MANDATORY PRE BID SITE INSPECTION	X					56
PRICE FIRM FOR 90 DAYS	X					
TERMS OF PAYMENT						
ADDITIONAL SHEETS						
COMMENTS						
RECORDED BY: Harry Lau	DATE: 6/7/23		WITNESSED BY:			DATE: 6/7/23

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: High School Weight Room Renovations

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve Rogers Athletic, Farwell, Michigan, Matick Construction, Livonia, Michigan, and SPEC Athletic, Plainfield, Illinois for renovations to the weight rooms at Churchill High School, Franklin High School, and Stevenson High School for a total amount \$996,373, which includes contingency.

RATIONALE:

The weight rooms at Churchill, Franklin and Stevenson High Schools are more than 20 years old and this renovation will update the space and provide new equipment for use by all students at the three high schools. This was a collaborative project between the three schools that included building administrators, coaches, P.E. teachers, district maintenance, and district administration.

BUDGETARY INFORMATION:

General Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko



3760 W. Ludington Dr
 Farwell, MI 48622
 Phone: 800-248-0270
 Fax: 888-549-9659
 www.rogersathletic.com

Quote for Churchill High School
 Quote: 8461
 Revision: 16
 Offer Valid Through: 6/30/23
 Proposed by: Karl Jenkins
 Phone: (800) 248-0270
 Email: kjenkins@rogersathletic.com

Quote Reference Number: 8461

Address Information

Bill To:

Churchill High School
 8900 Newburgh Road
 Livonia, Michigan 48150
 United States

Ship To:

Churchill High School
 8900 Newburgh Road
 Livonia, Michigan 48150
 United States

Contact Buying: Allen Feigel

Phone: (734) 523-9235

Email: afeigel@livoniapublicschools.org

Contact Shipping: Allen Feigel

Phone: (734) 523-9235

Email: afeigel@livoniapublicschools.org

Terms and Conditions

Payment Terms: Net 30 Days

Churchill High School - weight equipment-WR 2023

Products

Description	Part Number	Qty	Price	Ext Price
Dual XL, Base Color: Gloss Black, Accent Color: Gloss Black, Front Cross Bar: Basic Arch Chin Bar, Rear Cross Bar: Basic Arch Chin Bar	410980	7	\$3,639.00 USD	\$25,473.00 USD
FOAM HURDLE - 30" H BASE X 30"W X 8" D - INCL 6" H AND 3" H EXTENSIONS	purch	6	\$184.00 USD	\$1,104.00 USD
SPEED SLED DBL SIDED F-ASSY	411576	10	\$202.00 USD	\$2,020.00 USD
Soft Plyo Box Set fo 5	411525	4	\$1,575.00 USD	\$6,300.00 USD
Powersystems Light strength Band	purch	20	\$15.00 USD	\$300.00 USD
Powersystems Medium strength Band	purch	20	\$20.00 USD	\$400.00 USD
Powersystems Heavy strength Band	purch	20	\$25.00 USD	\$500.00 USD
Powersystems Mega slem ball 20lb	purch	14	\$59.00 USD	\$826.00 USD
Medicine Ball Upper Mount, Base Color: Gloss Black	421224	7	\$60.00 USD	\$420.00 USD
Pendulum Front Band Attachment (Pair) Attachment	410643	14	\$279.00 USD	\$3,906.00 USD
Powersystems High density foam roller 12"	purch	40	\$13.95 USD	\$558.00 USD
Intek Urethane Olympic Plates 45lb	purch	30	\$135.00 USD	\$4,050.00 USD
Intek Urethane Olympic Plates 25lb	purch	20	\$81.00 USD	\$1,620.00 USD
Intek Urethane Olympic Plates 10lb	purch	20	\$34.00 USD	\$680.00 USD
Intek Urethane Olympic Plates 5lb	purch 58	56	\$8.00 USD	\$448.00 USD
Power Stack Wall Mount, Base Color: Gloss Black	410849	4	\$299.00 USD	\$1,196.00 USD

Power Stack Hi-Low, Base Color: Gloss Black, Accent Color: Gloss Black	410833	4	\$3,679.00 USD	\$14,716.00 USD
Promaxima standing leg curl	-Custom	2	\$1,600.00 USD	\$3,200.00 USD
Pendulum Power Lock-N-Load Hooks (Pair) Attachment	410855	14	\$0.00 USD	\$0.00 USD
Pendulum Front Safety Bar (Pair) Attachment	410830	14	\$0.00 USD	\$0.00 USD
Docking FTS Synchro Bench, Base Color: Red, Seat: Narrow Black	410984	14	\$1,410.00 USD	\$19,740.00 USD
Bridge 82" Single w/ Ball Grip , Base Color: Red	411543	12	\$470.00 USD	\$5,640.00 USD
Utility Bench, Base Color: Red, Seat: Narrow Black	410947	10	\$850.00 USD	\$8,500.00 USD
Pro Glute Ham, Base Color: Gloss Black, Accent Color: Red, FootRest: Fixed, Thigh Pad: Fixed Pad, Knee Pad: Knee Pad	410836	4	\$2,534.00 USD	\$10,136.00 USD
Pro 4-Way Neck, Base Color: Gloss Black, Accent Color: Red, Seat: Black, Weight Horns: Standard, Include Storage Horns	410679	2	\$2,700.00 USD	\$5,400.00 USD
Pro 3-Way Row, Base Color: Gloss Black, Accent Color: Red, Seat: Molded, Weight Horns: Standard	410613	5	\$3,300.00 USD	\$16,500.00 USD
Weight Tree, Base Color: Gloss Black, Storage Horn: None	410857	1	\$539.00 USD	\$539.00 USD
Heavy Grip Cart, Base Color: Gloss Black	410812	1	\$1,719.00 USD	\$1,719.00 USD
Dumbbell Rack 89", Base Color: Gloss Black, Top Tier: Dumbbell Coated Shelf, Middle Tier: Dumbbell Coated Shelf, Bottom Tier: Dumbbell Coated Shelf	410846	2	\$1,190.00 USD	\$2,380.00 USD
Dumbbell Rack 55" 2 Tier, Base Color: Gloss Black, Top Tier: Dumbbell Coated Shelf, Bottom Tier: Dumbbell Coated Shelf	410976	1	\$715.00 USD	\$715.00 USD
1 Set Avus LJC-Pro Lock Jaw Collar	409167	25	\$44.00 USD	\$1,100.00 USD
Intek 7' Triple needle bearing Olympic Bar	purch	14	\$100.00 USD	\$1,400.00 USD
Intek Armor Urethane Olympic Bumper plates black 45lb	purch	56	\$199.00 USD	\$11,144.00 USD
Intek Armor Urethane Olympic Bumper plates black 25lb	purch	56	\$126.00 USD	\$7,056.00 USD
Intek Armor Urethane Olympic Bumper plates black 10lb	purch	56	\$73.00 USD	\$4,088.00 USD
Intek Armor Series Solid Urethane DB Set 55-100x5	purch	1	\$5,480.00 USD	\$5,480.00 USD
Intek 10lb Armor Series Solid Urethane DB (1)	purch	6	\$98.00 USD	\$588.00 USD
Intek 15lb Armor Series Solid Urethane DB (1)	purch	6	\$121.00 USD	\$726.00 USD
Intek 20lb Armor Series Solid Urethane DB (1)	purch	6	\$146.00 USD	\$876.00 USD
Intek 25lb Armor Series Solid Urethane DB (1)	purch	6	\$170.00 USD	\$1,020.00 USD
Intek 30lb Armor Series Solid Urethane DB (1)	purch	6	\$181.00 USD	\$1,086.00 USD
Intek 35lb Armor Series Solid Urethane DB (1)	purch	6	\$195.00 USD	\$1,170.00 USD
Intek 40lb Armor Series Solid Urethane DB (1)	purch	6	\$210.00 USD	\$1,260.00 USD
Intek 45lb Armor Series Solid Urethane DB (1)	purch	6	\$220.00 USD	\$1,320.00 USD
Intek 50lb Armor Series Solid Urethane DB (1)	purch	6	\$231.00 USD	\$1,386.00 USD

Intek custom Urethane In-Lay Bumper Plate Logo (per logo)	purch	314	\$16.00 USD	\$5,024.00 USD
Intek Custom Urethane In-Lay Dumbbell Logo (per logo)	purch	148	\$13.00 USD	\$1,924.00 USD
Embroidered head wraps for Bneches	-Custom	24	\$90.00 USD	\$2,160.00 USD
HEAVY HANDS ACCESSORIES	422992	1	\$2,200.00 USD	\$2,200.00 USD
Above Rack Logo Plate	-Custom	14	\$190.00 USD	\$2,660.00 USD

Services

Description	Qty	Price	Ext Price
Installation Services	1	\$4,900.00 USD	\$4,900.00 USD

Additional Charges/Credits

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$3,600.00 USD	\$3,600.00 USD

Alternates

Description	Part Number	Qty	Price	Ext Price
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Products Total: \$192,654.00 USD
 Services Total: \$4,900.00 USD
 Additional Charges/Credits Total: \$3,600.00 USD
 Alternates Total: \$0.00 USD
***Net Total: \$201,154.00 USD**

Quote Comments

Specific Terms

Assembly required on Sleds/Chutes
 Quoted price does not include any State and/or Local Taxes unless specified in the quotation
 *Quoted Net Total does not include Alternate items; Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total
 Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare – MI
 Rogers Athletic collects tax in the following states: AL CA CO FL GA IL IN MI NJ PA TX WA
 These can be forwarded to the following email address: taxexemptions@rogersgrp.com
 All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation
 Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices
 Visa – Mastercard – American and Discover Accepted

Order Authorization

Date

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6/1/23

CONCEPT

#23-CHS-R5



COMMERCIAL GENERAL CONTRACTORS

36959 AMRHEIN RD.

LIVONIA, MI 48150

MAIN: 734.838.5900

WWW.MATICKCONSTRUCTION.COM

PREPARED FOR:

CHURCHILL HIGH SCHOOL

ALLEN FEIGEL

8900 NEWBURGH RD.

LIVONIA, MI 48150

**EXISTING WEIGHT ROOM REFRESH. CONCEPTUAL PRICING ONLY.
ACTUAL PRICING WILL BE PREPARED ONCE FINAL SCOPE
IS DEFINED AND ALL SPECIFICATIONS ARE SELECTED**

DESCRIPTION OF WORK:	QTY	UNIT	UNIT PRICE	BUDGET COST	SUBTOTAL
----------------------	-----	------	------------	-------------	----------

DEMOLITION:

Waste for masonry spoils	1	EA	\$550.00	\$550.00	
Subtotal				\$550.00	\$550.00

ELECTRICAL:

Emergency light/Exit combo	2	EA	\$325.00	\$650.00	
3-way switch	2	EA	\$90.00	\$180.00	
120V Convenience outlets (PIPED)	2	EA	\$350.00	\$700.00	
BigAss Fan (Black) - 72" - 84" VERIFY	2	EA	\$3,200.00	\$6,400.00	
Mount fans	2	EA	\$750.00	\$1,500.00	
Fan power - Dedicated	2	EA	\$750.00	\$1,500.00	
New LED Tv's - Allowance - Samsung 75"	4	EA	\$1,200.00	\$4,800.00	
Tv's Mounted/directional	4	EA	\$240.00	\$960.00	
Subtotal				\$16,690.00	\$16,690.00

AUDIO/LOW VOLTAGE:

Octasound ceiling mount speakers	2	EA	\$1,490.00	\$2,980.00	
Low voltage wiring	4	EA	\$350.00	\$1,400.00	
Mounting provisions - Uni-strut/Threaded rod to deck	2	EA	\$450.00	\$900.00	
Audio system - WIFI/Bluetooth - Allowance	1	EA	\$2,000.00	\$2,000.00	
Subtotal				\$7,280.00	\$7,280.00

MIRRORS:

New mirrors in polished U channel - 24" AFF to 84" AFF - 120 SF	1	ALL	\$2,600.00	\$2,600.00	
Subtotal				\$2,600.00	\$2,600.00

END PAGE ONE



2951 Marina Bay Dr. Suite 130, #491 League City, TX 77573
 O: 815-254-4414 | F: 815-254-4761
www.specathletic.com

Date: June 14, 2023

Project:	Livonia Churchill HS			
To:		Delivery:	Email	
Addendums:		Date of Plans:		
Quantity	Units	Scope of Work	Unit Price	Total Price
SECTION 09 65 66 - Resilient Athletic Flooring				
3,665	SF	Prep Existing Rubber Floor	\$ 0.50	\$ 1,832.50
3,665	SF	Supply & Install Regupol Aktiv Plus 12mm in 35%	\$ 10.45	\$ 38,299.25
14	EA	Inlaid Platforms with Avalanche Gray and a logo in the center	\$ 1,100.00	\$ 15,400.00
1	EA	Four Color Horse Logo 6' x 6'	\$ 2,945.00	\$ 2,945.00
250	LF	Standard Black 4" Cove Base	\$ 3.00	\$ 750.00
6	LF	Transitions	\$ 7.00	\$ 42.00
				\$ -
			Tax:	
			Total:	\$ 59,268.75

Estimating:	Henry Proud	henry@specathletic.com	Signature of Acceptance:
Sales:	Kevin Cassidy	kevin@specathletic.com	
		Cell: (614)-736-1533	Date:

Comments: Includes standard wage rates; non-prevailing, non-union. **Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Of Gym/Workspace.**

Standard Exclusions: Moisture remediation. Demo. Dumpsters. Bleachers. Volleyball Sleeves. Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.

Excludes patching & leveling. Extra costs for patching & leveling:

- Patching & skim coating - \$50 per bag of Feather Finish.
- Leveling - \$110 per bag of self-leveling underlayment.

Terms: 75% due upon receiving a signed PO or quote, 25% due upon completion. All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received.

Due to the current volatility in both supply chains & international challenges with logistics & freight costs, this quote will be valid for 30 days. Freight charges will need to be confirmed at time of shipping.



3760 W. Ludington Dr
 Farwell, MI 48622
 Phone: 800-248-0270
 Fax: 888-549-9659
 www.rogersathletic.com

Quote for Livonia Public Schools
 Quote: 7708
 Revision: 8
 Offer Valid Through: 6/30/23
 Proposed by: Karl Jenkins
 Phone: (800) 248-0270
 Email: kjenkins@rogersathletic.com

Quote Reference Number: 7708

Address Information

Bill To:

Livonia Public Schools
 15125 Farmington Rd
 Livonia, Michigan 48154
 United States

Franklin High School

Ship To:

Livonia Public Schools
 15125 Farmington Rd
 Livonia, Michigan 48154
 United States

Contact Buying:

Phone:
 Email:

Contact Shipping:

Phone:
 Email:

Terms and Conditions

Payment Terms: Net 30 Days

Livonia Public Schools - weight equipment-WR 2023

Products

Description	Part Number	Qty	Price	Ext Price
Dual XL, Base Color: Navy, Accent Color: Navy, Front Cross Bar: Basic Arch	410980	8	\$3,480.00 USD	\$27,840.00 USD
Pendulum Power Lock-N-Load Hooks (Pair) Attachment	410855	16	\$0.00 USD	\$0.00 USD
Pendulum Front Safety Bar (Pair) Attachment	410830	16	\$0.00 USD	\$0.00 USD
Docking FTS Synchro Bench, Base Color: Navy, Seat: Narrow Black	410984	16	\$1,410.00 USD	\$22,560.00 USD
Pro Glute Ham, Base Color: Navy, Accent Color: Navy, FootRest: Fixed, Thi	410836	5	\$2,534.00 USD	\$12,670.00 USD
Pro 3-Way Row, Base Color: Navy, Accent Color: Red, Seat: Molded, Weight Ho	410613	4	\$3,300.00 USD	\$13,200.00 USD
Dumbbell Rack 89", Base Color: Navy, Top Tier: Dumbbell Coated Shelf, Middl	410846	2	\$1,190.00 USD	\$2,380.00 USD
Dumbbell Rack 55" 2 Tier, Base Color: Navy, Top Tier: Dumbbell Coated Shelf, Bottom Tier: Dumbbell Coated Shelf	410976	1	\$715.00 USD	\$715.00 USD
Intek 7' Triple Needle Bearing Olympic Bar - Hard Chrome	purch	16	\$100.00 USD	\$1,600.00 USD
Bridge 82" Single w/ Ball Grip , Base Color: Red	411543	12	\$455.00 USD	\$5,460.00 USD
1 Set Avus LJC-Pro Lock Jaw Collar	409167	25	\$44.00 USD	\$1,100.00 USD
Intek-1 Single 45lb Black Urethane Olympic Bumper plate	purch 64	96	\$199.00 USD	\$19,104.00 USD

Intek-1 Single 25lb Black Urethane Olympic Bumper plate	purch	48	\$126.00 USD	\$6,048.00 USD
Intek-1 Single 10lb Black Urethane Olympic Bumper plate	purch	40	\$73.00 USD	\$2,920.00 USD
Intek- 5lb Urethane Encased Olympic Plate (Single)	purch	42	\$8.00 USD	\$336.00 USD
Intek- 2.5lb Urethane Encased Olympic Plate (Single)	purch	32	\$9.50 USD	\$304.00 USD
Intek-Armor Series Solid Urethane DB Set 5-50x5	purch	2	\$3,200.00 USD	\$6,400.00 USD
Intek-Armor Series Solid Urethane DB Set 55-100x5	purch	2	\$5,480.00 USD	\$10,960.00 USD
Intek-Custom Urethane In-Lay Bumper Plate Logo (per logo)	purch	292	\$17.00 USD	\$4,964.00 USD
Intek-Custom Urethane In-Lay Dumbbell Logo (per logo)	purch	120	\$14.00 USD	\$1,680.00 USD
Pro Lat Pull Machine, Base Color: Navy, Accent Color: Red, Seat: Molded, We	410604	4	\$4,100.00 USD	\$16,400.00 USD
Weight Tree, Base Color: Navy, Storage Horn: None	410857	1	\$539.00 USD	\$539.00 USD
Super bridge that goes side to side to connect Rack over isle with logo	-Custom	1	\$2,900.00 USD	\$2,900.00 USD
Powersystems Light Strength Band	purch	32	\$15.00 USD	\$480.00 USD
Powersystems Medium Strength Band	purch	32	\$20.00 USD	\$640.00 USD
Powersystems Heavy Strength Band	purch	32	\$25.00 USD	\$800.00 USD
Soft Plyo Boxes navy 18"	purch	16	\$390.00 USD	\$6,240.00 USD
Soft Plyo Boxes navy 24"	purch	16	\$470.00 USD	\$7,520.00 USD
Embroidered Log head wraps for benches	purch	22	\$90.00 USD	\$1,980.00 USD
Above rack logo plate	-Custom	16	\$190.00 USD	\$3,040.00 USD
Troy Dual Grip Hex Bar	purch	8	\$185.00 USD	\$1,480.00 USD
Pendulum Front Band Attachment (Pair) Attachment	410643	16	\$279.00 USD	\$4,464.00 USD
Power Stack Hi-Low, Base Color: Navy, Accent Color: Navy	410833	4	\$3,679.00 USD	\$14,716.00 USD

Services

Description	Qty	Price	Ext Price
Installation Services	1	\$5,200.00 USD	\$5,200.00 USD

Additional Charges/Credits

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$3,700.00 USD	\$3,700.00 USD

Alternates

Description	Part Number	Qty	Price	Ext Price
	65			

Products Total:	\$201,440.00 USD
Services Total:	\$5,200.00 USD
Additional Charges/Credits Total:	\$3,700.00 USD
Alternates Total:	\$0.00 USD
*Net Total:	\$210,340.00 USD

Quote Comments

Specific Terms

Assembly required on Sleds/Chutes
 Quoted price does not include any State and/or Local Taxes unless specified in the quotation
 *Quoted Net Total does not include Alternate items; Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total
 Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare – MI
 Rogers Athletic collects tax in the following states: AL CA CO FL GA IL IN MI NJ PA TX WA
 These can be forwarded to the following email address: taxexemptions@rogersgrp.com
 All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation
 Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices
 Visa – Mastercard – American and Discover Accepted

Order Authorization

Date

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6/6/23

CONCEPT

#23-FHS-S2



COMMERCIAL GENERAL CONTRACTORS
 36959 AMRHEIN RD.
 LIVONIA, MI 48150
 MAIN: 734.838.5900
WWW.MATICKCONSTRUCTION.COM

PREPARED FOR:
 DUSTY HALL
FRANKLIN HIGH SCHOOL
 31000 JOY RD.
 LIVONIA, MI 48150

**EXISTING WEIGHT ROOM REFRESH. CONCEPTUAL PRICING ONLY.
 ACTUAL PRICING WILL BE PREPARED ONCE FINAL SCOPE
 IS DEFINED AND ALL SPECIFICATIONS ARE SELECTED**

PRICING AND SCOPE BASED ON FRANKLIN H.S. LOCATION

DESCRIPTION OF WORK:	QTY	UNIT	UNIT PRICE	BUDGET COST	SUBTOTAL
DEMOLITION:					
Waste for masonry spoils	1	EA	\$550.00	\$550.00	
Subtotal				\$550.00	\$550.00
ELECTRICAL:					
Emergency light/Exit combo	2	EA	\$325.00	\$650.00	
3-way switch	2	EA	\$90.00	\$180.00	
BigAss Fan (Black) - 72" - 84" VERIFY	2	EA	\$3,200.00	\$6,400.00	
Mount fans	2	EA	\$750.00	\$1,500.00	
Fan power - Dedicated	2	EA	\$750.00	\$1,500.00	
Water cooler power - (PIPED)	1	EA	\$350.00	\$350.00	
New LED Tv's - Allowance - Samsung 75" - METHOD/PLACEMENT TBD	4	EA	\$1,200.00	\$4,800.00	
Tv's Mounted/directional	4	EA	\$240.00	\$960.00	
Subtotal				\$16,340.00	\$16,340.00
AUDIO/LOW VOLTAGE:					
Octasound ceiling mount speakers	2	EA	\$1,490.00	\$2,980.00	
Low voltage wiring	4	EA	\$350.00	\$1,400.00	
Mounting provisions - Uni-strut/Threaded rod to deck	2	EA	\$450.00	\$900.00	
Audio system - WIFI/Bluetooth - Allowance	1	EA	\$2,000.00	\$2,000.00	
Digital (Large) GYM clock w/power - ALLOWANCE	1	EA	\$550.00	\$550.00	
Subtotal				\$7,830.00	\$7,830.00
MIRRORS:					
Mirror removal - TBD	1	ALL	\$0.00	\$0.00	
Subtotal				\$0.00	\$0.00

END PAGE ONE



2951 Marina Bay Dr. Suite 130, #491 League City, TX 77573
 O: 815-254-4414 | F: 815-254-4761
www.specathletic.com

Date: June 14, 2023

Project:	Livonia Franklin HS			
To:		Delivery:	Email	
Addendums:		Date of Plans:		
Quantity	Units	Scope of Work	Unit Price	Total Price
SECTION 09 65 66 - Resilient Athletic Flooring				
3,665	SF	Prep Existing Rubber Floor	\$ 0.50	\$ 1,832.50
3,665	SF	Supply & Install Regupol Aktiv Plus 12mm in 35%	\$ 10.45	\$ 38,299.25
16	EA	Inlaid Platforms with Avalanche Gray and a logo in the center	\$ 1,100.00	\$ 17,600.00
1	EA	Parrot Head Logo 6' x 6'	\$ 2,670.00	\$ 2,670.00
250	LF	Standard Black 4" Cove Base	\$ 3.00	\$ 750.00
6	LF	Transitions	\$ 7.00	\$ 42.00
				\$ -
			Tax:	
			Total:	\$ 61,193.75

Estimating:	Henry Proud	henry@specathletic.com	Signature of Acceptance:
Sales:	Kevin Cassidy	kevin@specathletic.com	
		Cell: (614)-736-1533	Date:

Comments: Includes standard wage rates; non-prevailing, non-union. **Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Of Gym/Workspace.**

Standard Exclusions: Moisture remediation. Demo. Dumpsters. Bleachers. Volleyball Sleeves. Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.

Excludes patching & leveling. Extra costs for patching & leveling:

- Patching & skim coating - \$50 per bag of Feather Finish.
- Leveling - \$110 per bag of self-leveling underlayment.

Terms: 75% due upon receiving a signed PO or quote, 25% due upon completion. All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received.

Due to the current volatility in both supply chains & international challenges with logistics & freight costs, this quote will be valid for 30 days. Freight charges will need to be confirmed at time of shipping.



3760 W. Ludington Dr
 Farwell, MI 48622
 Phone 800-248-0270
 Fax: 888-549-9659
 www.rogersathletic.com

Quote for Livonia-Stevenson High Schl
 Quote 8869
 Revision: 8
 Offer Valid Through: 7/9/23
 Proposed by: Karl Jenkins
 Phone (800) 248-0270
 Email kjenkins@rogersathletic.com

Quote Reference Number: 8869

Address Information

Bill To:

Livonia-Stevenson High Schl
 33500 W Six Mile Road
 Livonia, Michigan 48152
 United States

Ship To:

Livonia-Stevenson High Schl
 33500 W Six Mile Road
 Livonia, Michigan 48152
 United States

Contact Buying: Arnie Muscat
Phone: (734) 744-2660
Email: amuscat@livoniapublicschools.org

Contact Shipping: Arnie Muscat
Phone: (734) 744-2660
Email: amuscat@livoniapublicschools.org

Terms and Conditions

Payment Terms: Net 30 Days

Livonia-Stevenson High Schl - weight equipment-WR 2023

Products

Description	Part Number	Qty	Price	Ext Price
Dual XL, Base Color: Navy, Accent Color: Navy, Front Cross Bar: Basic Arch	410980	8	\$3,480.00 USD	\$27,840.00 USD
Pendulum Power Lock-N-Load Hooks (Pair) Attachment	410855	16	\$0.00 USD	\$0.00 USD
Pendulum Front Safety Bar (Pair) Attachment	410830	16	\$0.00 USD	\$0.00 USD
Docking FTS Synchro Bench, Base Color: Navy, Seat: Narrow Black	410984	16	\$1,410.00 USD	\$22,560.00 USD
Pro 3-Way Row, Base Color: Navy, Accent Color: Custom Carolina Blue, Seat:	410613	2	\$3,300.00 USD	\$6,600.00 USD
Bridge 82" Single w/ Ball Grip , Base Color: Custom Carolina Blue	411543	12	\$470.00 USD	\$5,640.00 USD
Monster Incline Arms V2.0	410982	2	\$1,100.00 USD	\$2,200.00 USD
Pendulum Core Developer Attachment	410750	16	\$205.00 USD	\$3,280.00 USD
Pro 4-Way Neck, Base Color: Navy, Accent Color: Custom Carolina Blue, Seat:	410679	2	\$2,700.00 USD	\$5,400.00 USD
Pro Power Squat, Base Color: Navy, Accent Color: Custom Carolina Blue, Seat	410605	1	\$3,975.00 USD	\$3,975.00 USD
Intek Armor Series Solid Urethane DB Set 55-100x5	purch	1	\$5,480.00 USD	\$5,480.00 USD
Intek 10lb Armor Series Solid Urethane DB (1)	purch	4	\$98.00 USD	\$392.00 USD
Intek 15lb Armor Series Solid Urethane DB (1)	purch	4	\$121.00 USD	\$484.00 USD
Intek 20lb Armor Series Solid Urethane DB (1)	purch	4	\$146.00 USD	\$584.00 USD

Intek 25lb Armor Series Solid Urethane DB (1)	purch	4	\$170.00 USD	\$680.00 USD
Intek 30lb Armor Series Solid Urethane DB (1)	purch	4	\$181.00 USD	\$724.00 USD
Intek 35lb Armor Series Solid Urethane DB (1)	purch	4	\$195.00 USD	\$780.00 USD
Intek 40lb Armor Series Solid Urethane DB (1)	purch	4	\$210.00 USD	\$840.00 USD
Intek 45lb Armor Series Solid Urethane DB (1)	purch	4	\$220.00 USD	\$880.00 USD
Intek 50lb Armor Series Solid Urethane DB (1)	purch	4	\$231.00 USD	\$924.00 USD
Intek custom Urethane In-Lay Bumper Plate Logo (per logo)	purch	504	\$16.00 USD	\$8,064.00 USD
Intek Custom Urethane In-Lay Dumbbell Logo (per logo)	purch	134	\$13.00 USD	\$1,742.00 USD
Dumbbell Rack 89", Base Color: Navy, Top Tier: Dumbbell Coated Shelf, Middl	410846	2	\$1,190.00 USD	\$2,380.00 USD
Dumbbell Rack 55" 2 Tier, Base Color: Navy, Top Tier. Dumbbell Coated Shelf	410976	1	\$715.00 USD	\$715.00 USD
1 Set Avus LLC-Pro Lock Jaw Collar	409167	25	\$44.00 USD	\$1,100.00 USD
Intek 1 Single 45lb Black Urethane Bumper plate	purch	108	\$199.00 USD	\$21,492.00 USD
Intek 1 Single 25lb Black Urethane Bumper plate	purch	72	\$126.00 USD	\$9,072.00 USD
Intek 1 Single 10lb Black Urethane Bumper plate	purch	72	\$73.00 USD	\$5,256.00 USD
Intek -5lb Urethane Encased Olympic plate(single)	purch	72	\$13.00 USD	\$936.00 USD
Intek -2.5lb Urethane Encased Olympic plate(single)	purch	72	\$9.50 USD	\$684.00 USD
Intek -7' Triple Needle Bearing Olympic Bar-HARD chrome	purch	16	\$100.00 USD	\$1,600.00 USD
Troy Dual Grip Hex bar	purch	18	\$185.00 USD	\$3,330.00 USD
Troy EZ Curl bar	purch	18	\$120.00 USD	\$2,160.00 USD
Embroidered Logo Head wrap for Benches	purch	22	\$90.00 USD	\$1,980.00 USD
Above Rack logo	-Custom	16	\$190.00 USD	\$3,040.00 USD
Powersystems Light Strength Band	purch	32	\$15.00 USD	\$480.00 USD
Powersystems Medium Strength Band	purch	32	\$20.00 USD	\$640.00 USD
Powersystems Heavy Strength Band	purch	32	\$25.00 USD	\$800.00 USD
Weight Tree, Base Color: Navy, Storage Horn: None	410857	1	\$539.00 USD	\$539.00 USD
Power Stack Hi-Low, Base Color: Anodized Silver, Accent Color. Anodized Sil	410833	4	\$3,679.00 USD	\$14,716.00 USD
Pendulum Battling Rope Ring Attachment	421590	4	\$99.00 USD	\$396.00 USD
Pendulum Front Band Attachment (Pair) Attachment	410643	16	\$279.00 USD	\$4,464.00 USD
Soft Plyo Box 18"	purch	10	\$390.00 USD	\$3,900.00 USD
Soft Plyo Box 24"	purch	10	\$470.00 USD	\$4,700.00 USD
Intek Urethane Olympic Plates 45lb	purch	30	\$135.00 USD	\$4,050.00 USD
Intek Urethane Olympic Plates 25lb	purch	20	\$81.00 USD	\$1,620.00 USD
Intek Urethane Olympic Plates 10lb	purch	20	\$34.00 USD	\$680.00 USD
Intek Urethane Olympic Plates 5lb	purch	56	\$9.50 USD	\$532.00 USD
Superbridge to connect 2 racks from side to side	-Custom	1	\$2,900.00 USD	\$2,900.00 USD

Intek Custom Urethane In-Lay Olympic plate Logo (per logo) 45&25 plates	purch	100	\$14.00 USD	\$1,400.00 USD
Intek 5lb Armor Series Solid Urethane DB (1)	purch	4	\$75.00 USD	\$300.00 USD
Pendulum Core Developer Attachment	410750	16	\$235.00 USD	\$3,760.00 USD
Power Stack Wall Mount, Base Color: Navy	410849	4	\$299.00 USD	\$1,196.00 USD
Intek Custom Urethane In-Lay Olympic plate Logo (per logo) 45&25 plates	purch	100	\$14.00 USD	\$1,400.00 USD

Services

Description	Qty	Price	Ext Price
Installation Services	1	\$5,200.00 USD	\$5,200.00 USD

Additional Charges/Credits

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$3,800.00 USD	\$3,800.00 USD

Alternates

Description	Part Number	Qty	Price	Ext Price
-------------	-------------	-----	-------	-----------

Products Total: \$201,287.00 USD
 Services Total: \$5,200.00 USD
 Additional Charges/Credits Total: \$3,800.00 USD
 Alternates Total: \$0.00 USD
***Net Total: \$210,287.00 USD**

Quote Comments

Specific Terms

Assembly required on Sleds/Chutes
 Quoted price does not include any State and/or Local Taxes unless specified in the quotation
 *Quoted Net Total does not include Alternate items, Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total
 Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare – MI
 Rogers Athletic collects tax in the following states AL CA CO FL GA IL IN MI NJ PA TX WA
 These can be forwarded to the following email address taxexemptions@rogersgrp.com
 All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation
 Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices
 Visa – Mastercard – American and Discover Accepted

Order Authorization

Date

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🔍 Search

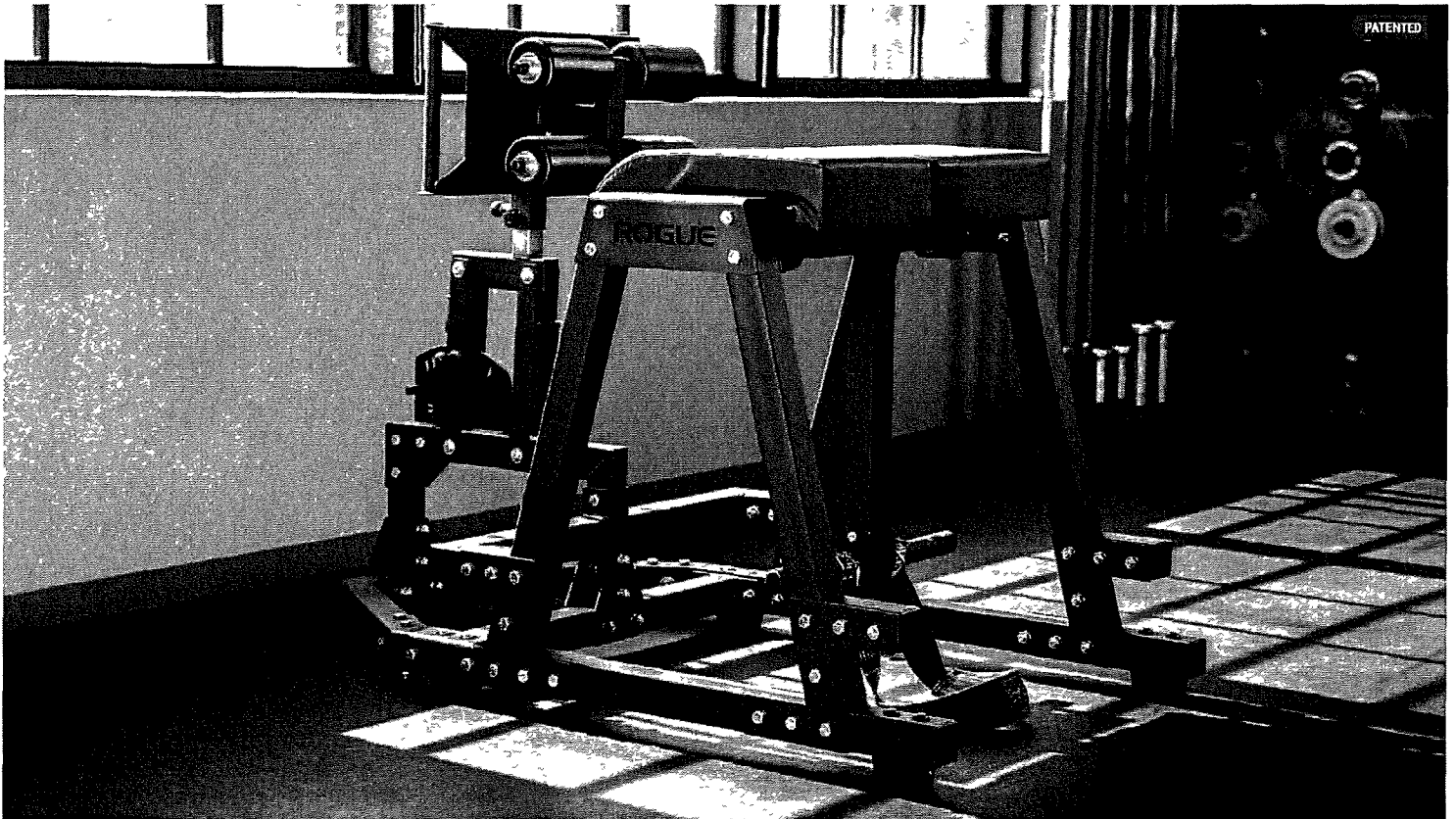
Equipment For CrossFit® New Gear Barbells Plates Rigs & Racks Shoes Apparel 3 Ships Free Zeus

Home / Strength Equipment / Strength Training / Lower Body Training / Rogue Donkey

ROGUE DONKEY

★★★★★ 4.6 21 Reviews [Write a review](#)

🇺🇸 Made in U S A



🚚 Ships in 7-10 Days

As low as \$369/month with [affirm](#) [Learn more](#)

Rogue Donkey	\$2,065.00	3
Rogue Donkey Add-On	\$1,475.00	3

Total Price
\$10,620.00

[Add to Cart](#)

📋 [Add to Wishlist](#) 📦 [Add to Registry](#)

PLUMBING:

Remove existing standard drinking fountain	1	EA	\$120 00	\$120 00	
Infill CMU @ existing opening	1	EA	\$350 00	\$350 00	
Install new flush-mount bottle filler/water cooler - ELKAY	1	EA	\$1,650 00	\$1,650 00	
				\$2,120 00	\$2,120 00

MASONRY/DOORS/FRAMES/GLASS/HARDWARE:

Remove existing door/transom unit/Dispose	1	EA	\$500 00	\$500 00	
Remove existing split-faced CMU for new door opening	30	SF	\$15 00	\$450 00	
New concrete threshold - (1mobilization)	1	EA	\$750 00	\$750 00	
New concrete apron	1	EA	\$1,400 00	\$1,400 00	
Steel intel	1	EA	\$850 00	\$850 00	
New toothed split-faced CMU to match existing	1	EA	\$1,440 00	\$1,440 00	
Interior CMU	1	EA	\$1,100 00	\$1,100 00	
New Steel grouted 6090 door/transom frame	1	EA	\$1,200 00	\$1,200 00	
New transom glass	15	SF	\$20 00	\$300 00	
Flush bolts in lieu of center astragal	1	EA	\$80 00	\$80 00	
New panic device hardware - Keying by District	1	EA	\$450 00	\$450 00	
BB hinges	6	EA	\$18 00	\$108 00	
Door labor	2	EA	\$375 00	\$750 00	

Subtotal \$9,378 00 \$9,378 00

TOTAL \$36,918 00

Hard Costs				\$36,918.00	
Hard Cost Contingency		0%		\$0 00	
Hard Cost W/Contingency				\$36,918 00	
General Conditions/Construction Mgmt		10%		\$3,691 80	
O/H & P		15%		\$5,537 70	
General labor				\$800 00	
Architectural design - ALLOWANCE				\$1,200 00	
Plan review/Building/Electrical permit - ALLOWANCE				\$1,500 00	

Total Project Cost \$49,647.50 \$49,647.50

EXCLUSIONS

- HVAC
- CEILINGS
- FLOORING
- DOOR WORK
- PAINT

ESCALATION CLAUSE: **

In the event of a significant delay or price increase of material, equipment or energy, occurring during the performance of the contract, through no-fault of the contractor, the contract sum, time of completion or contract requirements, shall be equitably adjusted, by change order, in accordance with the procedures of the contract documents. Any change in price of an item of material, equipment or energy, will be considered significant when the price of an item increases by 3%, between the date of this submission and the date of material purchase.



2951 Marina Bay Dr. Suite 130, #491 League City, TX 77573
 O: 815-254-4414 | F: 815-254-4761
www.specathletic.com

Date: June 14, 2023

Project:	Livonia Stevenson HS			
To:		Delivery:	Email	
Addendums:		Date of Plans:		
Quantity	Units	Scope of Work	Unit Price	Total Price
SECTION 09 65 66 - Resilient Athletic Flooring				
3,665	SF	Prep Existing Rubber Floor	\$ 0.50	\$ 1,832.50
3,665	SF	Supply & Install Regupol Aktiv Plus 12mm in 35%	\$ 10.45	\$ 38,299.25
16	EA	Inlaid Platforms with Avalanche Gray and a logo in the center	\$ 1,100.00	\$ 17,600.00
1	EA	Trojan Head Logo 6' x 6'	\$ 1,920.00	\$ 1,920.00
250	LF	Standard Black 4" Cove Base	\$ 3.00	\$ 750.00
6	LF	Transitions	\$ 7.00	\$ 42.00
				\$ -
			Tax:	
			Total:	\$ 60,443.75

Estimating:	Henry Proud	henry@specathletic.com	Signature of Acceptance:
Sales:	Kevin Cassidy	kevin@specathletic.com	
		Cell: (614)-736-1533	Date:

Comments: Includes standard wage rates; non-prevailing, non-union. **Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Of Gym/Workspace.**

Standard Exclusions: Moisture remediation. Demo. Dumpsters. Bleachers. Volleyball Sleeves. Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.

Excludes patching & leveling. Extra costs for patching & leveling:

- Patching & skim coating - \$50 per bag of Feather Finish.
- Leveling - \$110 per bag of self-leveling underlayment.

Terms: 75% due upon receiving a signed PO or quote, 25% due upon completion. All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received.

Due to the current volatility in both supply chains & international challenges with logistics & freight costs, this quote will be valid for 30 days. Freight charges will need to be confirmed at time of shipping.



2951 Marina Bay Dr. Suite 130, #491 League City, TX 77573
 O: 815-254-4414 | F: 815-254-4761
www.specathletic.com

Date: June 8, 2023

Project:	Livonia School District		
To:		Delivery:	Email
Addendums:		Date of Plans:	

Quantity	Units	Scope of Work	Unit Price	Total Price
SECTION 09 65 66 - Resilient Athletic Flooring				
1	EA	Cut out and remove 3 inches of existing rubber on each side of the crack and follow it approximately 50 linear feet.		\$ -
1	EA	Repair the crack by filling and with our flooring adhesive		\$ -
1	EA	Patch the cut-out area with 3/8" recycled rubber and adhere to the concrete area		\$ -
1	EA	Prep and prepare to install new flooring over existing.		\$ -
3	EA	Individual School Cost Not to Exceed	\$ 2,800.00	\$ 8,400.00
			Tax:	TBD
			Total:	\$ 8,400.00

Estimating: Henry Proud	henry@specathletic.com	Signature of Acceptance:
Sales: Kevin Cassidy	kevin@specathletic.com	
	Cell: (614)-736-1533	Date:

Comments: Includes standard wage rates; non-prevailing, non-union. **Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Of Gym/Workspace.**

Standard Exclusions: Moisture remediation. Demo. Dumpsters. Bleachers. Volleyball Sleeves. Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.

Excludes patching & leveling. Extra costs for patching & leveling:
 - Patching & skim coating - \$50 per bag of Feather Finish.
 - Leveling - \$110 per bag of self-leveling underlayment.

Terms: 75% due upon receiving a signed PO or quote, 25% due upon completion. All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received.

Due to the current volatility in both supply chains & international challenges with logistics & freight costs, this quote will be valid for 30 days. Freight charges will need to be confirmed at time of shipping.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: Adoption of 2022-2023 Final Budget Amendments

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools approve the attached amended budgets for the 2022-2023 school year: General Fund, Funded Projects Fund, Special Education Fund, Debt Retirement Fund, 2021 Bond Fund, 2023 Bond Fund, Sinking Fund, Capital Projects Fund, Food Services Fund, Health and Welfare Fund, Scholarship Fund, and School Activities Fund.

RATIONALE:

This action is in compliance with the Spirit of the Uniform Budgetary and Accounting Act – Public Act 621. The amendment was reviewed by the Finance Committee on June 12, 2023.

BUDGETARY INFORMATION:

This resolution will define the parameters for revenues and expenditures within which the district will continue to operate for the 2022-23 school year.

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Attached



Livonia Public Schools

2022-23 Final Amended General Fund & District Budgets

June 2023

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

RESOLVED, that the general appropriation for Livonia Public Schools for revenues for the fiscal year 2022-23 General Fund be amended as follows:

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended	2022-23 Final Amended
Revenue				
Local	42,269,985	38,682,095	40,579,544	41,607,891
State	114,081,654	120,261,959	119,604,261	129,991,872 *
Federal	52,309	43,169	51,729	29,587
Other Financing Sources	2,592,400	2,592,400	2,727,064	2,635,869
Total Revenue	\$ 158,996,348	\$ 161,579,623	\$ 162,962,598	\$ 174,265,219
Fiscal Year Beginning Fund Balance	\$ 33,099,290	\$ 32,594,107	\$ 33,691,834	\$ 33,691,834
Revenue Plus Beginning Fund Balance (Total Available to Appropriate)	\$ 192,095,638	\$ 194,173,730	\$ 196,654,432	\$ 207,957,053

* In FY 2022-23, Section 147c of the State School Aid Act (MCL 388.1747c) was amended to include a one-time distribution to districts to forward to the state's Office of Retirement Services (ORS) as additional assets being contributed to the retirement system. In accordance with Governmental Accounting Standards Board (GASB) Statement 68, districts must report these amounts as revenue and an equal amount of expenditures in their general ledger. The district received the first distribution of these funds and guidance on how to account for these funds after the first amendment was adopted hence the final amendment is capturing these additional revenues and expenditures. The total amount of Section 147c(2) funds estimated to be received is \$10,533,097.59.

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

RESOLVED, that the general appropriation for Livonia Public Schools for expenditures for the fiscal year 2022-23 General Fund be amended as follows:

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended	2022-23 Final Amended
Expenditures				
Instruction				
Basic Programs	79,079,405	81,018,034	83,115,932	89,321,478
Added Needs	14,552,624	15,333,034	15,799,236	16,928,291
Total Instruction	\$ 93,632,029	\$ 96,351,068	\$ 98,915,168	\$ 106,249,769
Support Services				
Pupil Support	9,125,223	8,416,620	8,518,792	7,807,611
Instructional Staff Support	7,645,941	8,486,114	7,747,679	7,924,019
General Administration	833,949	935,277	962,433	960,196
School Administration	10,602,534	11,170,929	11,345,033	12,283,378
Business Services	1,942,334	2,111,495	2,186,285	2,296,780
Operations and Maintenance	17,771,457	19,020,875	19,178,860	20,490,916
Transportation	7,381,870	8,191,485	8,063,753	8,549,319
Other Central Support	4,753,356	4,948,930	5,237,446	5,249,364
Athletics	2,412,255	2,440,789	2,440,789	2,697,929
Total Support Services	\$ 62,468,920	\$ 65,722,514	\$ 65,681,070	\$ 68,259,512
Community Services	\$ 1,390,396	\$ 2,620,489	\$ 1,784,009	\$ 2,221,386
Other Financing Uses	\$ 912,459	\$ -	\$ 900,000	\$ 900,000
Total Expenditures	\$ 158,403,804	\$ 164,694,071	\$ 167,280,247	\$ 177,630,667 *
Ending Fund Balance = Total Available to Appropriate less Total Expenditures	\$ 33,691,834	\$ 29,479,659	\$ 29,374,185	\$ 30,326,386
Fund Balance as a Percentage of Total Expenditures	21.3%	17.9%	17.6%	17.1%

* In FY 2022-23, Section 147c of the State School Aid Act (MCL 388.1747c) was amended to include a one-time distribution to districts to forward to the state's Office of Retirement Services (ORS) as additional assets being contributed to the retirement system. In accordance with Governmental Accounting Standards Board (GASB) Statement 68, districts must report these amounts as revenue and an equal amount of expenditures in their general ledger. The district received the first distribution of these funds and guidance on how to account for these funds after the first amendment was adopted hence the final amendment is capturing these additional revenues and expenditures. The total amount of Section 147c(2) funds estimated to be received is \$10,533,097.59.

FUNDED PROJECTS FUND

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

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended	2022-23 Final Amended	2023-24 Proposed
Beginning Fund Balance	\$ -	\$ -	\$ (877,400)	\$ (877,400)	\$ -
Revenues					
Local	55,368	101,735	195,763	208,039	37,800
State	6,446,287	6,571,954	10,293,308	10,883,968	8,639,346
Federal	15,965,187	26,389,559	27,544,069	28,905,531	14,829,599
Total Revenue	\$22,466,841	\$ 33,063,248	\$ 38,033,140	\$ 39,997,538	\$ 23,506,745
Expenditures					
Instructional	14,058,187	17,472,621	17,562,993	18,713,299	12,915,497
Support	7,436,373	13,669,151	17,313,683	18,176,213	9,985,451
Community Services	1,514,004	1,572,072	1,667,112	1,560,081	177,019
Other Financing Uses	335,677	349,404	611,953	670,546	428,778
Total Expenditures	\$23,344,241	\$ 33,063,248	\$ 37,155,741	\$ 39,120,139	\$ 23,506,745
Ending Fund Balance	\$ (877,400)	\$ -	\$ -	\$ -	\$ -
Revenue Detail					
Local Sources					
LPS Foundation	30,842	21,508	63,097	63,372	-
Miscellaneous Local Sources	950	-	28,939	40,940	37,800
Wayne RESA	11,576	80,227	103,727	103,727	-
Total Local Sources	\$ 55,368	\$ 101,735	\$ 195,763	\$ 208,039	\$ 37,800
State Sources					
MI Future Educator Stipend	-	-	-	28,800	-
Section 23b (2)d Innovative Summer Programs	154,179	154,180	-	-	-
Section 31a At Risk	3,705,914	4,240,933	4,675,772	4,675,772	4,675,772
Section 31aa Per-Pupil Mental Health Grant	-	-	1,424,464	1,550,704	-
Section 31n(6) Mental Health	-	-	180,000	180,000	-
Section 32d Great School Readiness	614,334	675,120	770,826	628,818	568,032
Section 35a Early Literacy	333,531	333,531	318,062	318,062	262,146
Section 41 Bilingual Education	146,153	146,433	158,587	162,627	170,464
Section 54d Early On	117,500	117,500	283,750	483,750	483,750
Section 61 Vocational Education	696,171	526,172	639,184	721,804	639,185
Section 97 Per-Pupil Student Safety	-	-	1,424,464	1,556,830	1,500,000
Section 97C Risk Assessments	-	-	-	54,000	2,000
Section 97d Critical Incident Mapping	-	-	105,408	76,518	40,160
Section 99h FIRST Robotics	19,905	19,905	-	24,242	-
Section 104I Benchmark Assessments	-	-	-	109,250	-
Section 107 Adult Education	358,180	358,180	312,791	312,791	297,837
Total State Sources	\$ 6,446,287	\$ 6,571,954	\$ 10,293,308	\$ 10,883,968	\$ 8,639,346
Federal Sources					
ARP Homeless II	-	-	-	29,679	-
Child Care Grant	1,371,343	-	1,496,566	1,496,566	-
Emergency Connectivity	28,218	3,229,920	3,192,000	3,201,702	-
ESSER Grants	4,270,278	10,190,277	9,969,841	9,969,841	4,308,980
IDEA Grants	5,190,895	4,021,561	4,437,294	4,458,894	4,484,552
Michigan Clean Diesel	-	73,529	73,529	73,529	-
NSLP Equipment Assistance	31,500	31,500	-	-	-
Section 23 Grants	358,104	661,165	940,312	921,815	267,714
Section 11p Coronavirus Relief	2,283,351	-	-	-	-
Section 11t ESSER Per Pupil Equalization	-	5,538,520	5,538,520	5,538,520	3,208,728
Section 98c Learning Loss	-	-	-	695,122	47,482
Title I Part A	1,353,500	1,394,465	1,057,706	1,468,367	1,468,367
Title II Part A	493,194	577,940	263,776	392,569	392,569
Title III Part A English Learners	52,321	71,740	50,471	87,936	87,936
Title III Part A Immigrant Learners	28,007	29,073	19,543	20,610	20,610
Title IV, Part A SSAE	93,718	103,693	78,915	102,293	102,293
Universal Service Fund (E-RATE)	-	-	-	13,496	13,496
Vocational Perkins	288,472	288,472	244,089	253,085	240,996
WIOA- Adult Basic Education- Instruction	121,323	177,704	181,507	181,507	185,876
Total Federal Sources	\$ 15,965,187	\$ 26,389,559	\$ 27,544,069	\$ 28,905,531	\$ 14,829,599

SPECIAL EDUCATION FUND

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended	2022-23 Final Amended
Beginning Fund Balance	\$ 2,798,352	\$ 898,352	\$ 1,108,043	\$ 1,108,043
Revenues				
Local	10,061,177	10,340,274	13,725,609	13,725,609
State	6,852,962	8,490,754	7,559,006	7,959,006
Total Revenue	\$ 16,914,139	\$ 18,831,028	\$ 21,284,615	\$ 21,684,615
Expenditures				
Instructional	9,280,444	10,039,099	11,188,907	11,468,098
Support	5,824,005	6,601,929	7,228,262	7,289,763
Transfers to Other Funds	3,500,000	2,200,000	3,000,000	3,000,000
Total Expenditures	\$ 18,604,449	\$ 18,841,028	\$ 21,417,169	\$ 21,757,861
Ending Fund Balance	\$ 1,108,043	\$ 888,352	\$ 975,489	\$ 1,034,797
Expenditure Detail				
Moderate Cognitive Impairment Program	3,247,079	3,459,099	3,924,559	4,079,442
Visually Impaired Program	1,659,279	1,811,346	1,806,185	1,976,153
Skill Center Program	3,686,045	4,264,841	3,895,840	3,903,419
Autistic Program	6,389,392	7,105,744	8,659,182	8,667,444
Additional Expenditures (3%)	122,655	-	131,403	131,403
Transfer to Other Funds	3,500,000	2,200,000	3,000,000	3,000,000
Total Expenditures	\$ 18,604,449	\$ 18,841,030	\$ 21,417,169	\$ 21,757,861

DEBT RETIREMENT FUNDS

(RESTRICTED)

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended	2022-23 Final Amended
Beginning Fund Balance	\$ 3,794,623	\$ 1,729,584	\$ 2,267,497	\$ 2,267,497
Revenues				
Tax Revenue	21,082,847	20,850,826	20,850,826	21,805,720
Interest Income	27,672	1,000	30,000	339,356
Total Revenue	\$ 21,110,519	\$ 20,851,826	\$ 20,880,826	\$ 22,145,076
Expenditures				
Bond Redemption	14,030,000	13,250,000	13,250,000	13,250,000
Bond Interest	8,605,345	8,397,994	8,397,994	8,397,995
Other	2,300	200,000	200,000	51,900
Total Expenditures	\$ 22,637,645	\$ 21,847,994	\$ 21,847,994	\$ 21,699,895
Ending Fund Balance	\$ 2,267,497	\$ 733,416	\$ 1,300,329	\$ 2,712,678

Expenditure Detail

Bond Redemption

2013 Bond Series 1	900,000	1,175,000	1,175,000	1,175,000
2013 Bond Series 2	1,450,000	1,850,000	1,850,000	1,850,000
2014 Refunding Bond	7,810,000	4,185,000	4,185,000	4,185,000
2020 Refunding Bond	-	1,245,000	1,245,000	1,245,000
2021 Bond Series 1	3,870,000	4,795,000	4,795,000	4,795,000
2021 Bond Series 2	-	-	-	-

Bond Redemption- Total	\$ 14,030,000	\$ 13,250,000	\$ 13,250,000	\$ 13,250,000
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Bond Interest

2013 Bond Series 1	161,000	125,000	125,000	125,000
2013 Bond Series 2	3,513,750	3,441,250	3,441,250	3,441,250
2014 Refunding Bond	764,750	374,250	374,250	374,250
2020 Refunding Bond	1,888,195	1,888,194	1,888,194	1,888,195
2021 Bond Series 1	2,277,650	2,569,300	2,569,300	2,569,300
2021 Bond Series 2	-	-	-	-

Bond Interest- Total	\$ 8,605,345	\$ 8,397,994	\$ 8,397,994	\$ 8,397,995
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2021 BOND

(RESTRICTED)

		2021-22 Actual		2022-23 Proposed		2022-23 First Amended		2022-23 Final Amended
Beginning Fund Balance	\$	77,547,490	\$	43,597,490	\$	65,206,723	\$	65,206,723
Revenues								
Other Financing Sources		-		-		-		-
Interest Income		(384,277)		50,000		500,000		1,350,000
Total Revenue	\$	(384,277)	\$	50,000	\$	500,000	\$	1,350,000
Expenditures								
Facility Improvements		11,601,599		40,000,000		60,000,000		62,000,000
Other		354,891		2,000,000		4,000,000		4,000,000
	\$	11,956,490	\$	42,000,000	\$	64,000,000	\$	66,000,000
Ending Fund Balance	\$	65,206,723	\$	1,647,490	\$	1,706,723	\$	556,723

2023 BOND

(RESTRICTED)

		2021-22 Actual		2022-23 Proposed		2022-23 First Amended		2022-23 Final Amended
Beginning Fund Balance	\$	-	\$	-	\$	-	\$	-
Revenues								
Other Financing Sources		-		-		-		70,189,698
Interest Income		-		-		-		300,000
Total Revenue	\$	-	\$	-	\$	-	\$	70,489,698
Expenditures								
Facility Improvements		-		-		-		500,000
Other		-		-		-		500,000
	\$	-	\$	-	\$	-	\$	1,000,000
Ending Fund Balance	\$	-	\$	-	\$	-	\$	69,489,698

SINKING FUND

(RESTRICTED)

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended	2022-23 Final Amended
BEGINNING FUND BALANCE	\$ 4,436,012	\$ 1,254,415	\$ 3,925,250	\$ 3,925,250
REVENUES				
Local	7,706,045	7,937,726	7,937,726	8,151,913
Other Financing Sources	-	-	95,446	95,446
Total Revenue	\$ 7,706,045	\$ 7,937,726	\$ 8,033,172	\$ 8,247,359
EXPENDITURES				
Facility Improvements	8,186,807	8,000,000	10,000,000	10,000,000
Other	30,000	600,000	600,000	600,000
	\$ 8,216,807	\$ 8,600,000	\$ 10,600,000	\$ 10,600,000
ENDING FUND BALANCE	\$ 3,925,250	\$ 592,141	\$ 1,358,422	\$ 1,572,609

CAPITAL PROJECTS FUND

(RESTRICTED)

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended	2022-23 Final Amended
BEGINNING FUND BALANCE	\$ 3,654,690	\$ 3,402,097	\$ 3,121,370	\$ 3,121,370
REVENUES				
Proceeds from Sale of Property	49,060	50,000	50,000	219,401
Transfer from Other Funds	2,395,436	500,000	1,520,000	1,520,000
Total Revenue	\$ 2,444,496	\$ 550,000	\$ 1,570,000	\$ 1,739,401
EXPENDITURES				
Facility Improvements	2,881,201	-	1,000,000	2,000,000
Other	96,615	3,000,000	-	-
Total Expenditures	\$ 2,977,816	\$ 3,000,000	\$ 1,000,000	\$ 2,000,000
ENDING FUND BALANCE	\$ 3,121,370	\$ 952,097	\$ 3,691,370	\$ 2,860,771

FOOD SERVICE FUND

(RESTRICTED)

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended	2022-23 Final Amended
Beginning Fund Balance	\$ 39,831	\$ 2,262,821	\$ 1,872,790	\$ 1,872,790
Revenues				
Local Sales	250,604	202,000	250,000	1,368,872
State Reimbursement	133,716	186,451	100,874	344,793
Federal Reimbursement	5,998,639	1,980,000	1,980,000	2,833,105
Total Revenue	\$ 6,382,959	\$ 2,368,451	\$ 2,330,874	\$ 4,546,770
Expenditures				
Support Services	4,310,000	3,250,000	3,500,000	5,198,744
Transfers to Other Funds	240,000	200,000	240,000	300,000
Total Expenditures	\$ 4,550,000	\$ 3,450,000	\$ 3,740,000	\$ 5,498,744
 Ending Fund Balance	 \$ 1,872,790	 \$ 1,181,272	 \$ 463,664	 \$ 920,816

HEALTH & WELFARE FUND

	2021-22 Actual	2022-23 Proposed	2022-23 First Amended	2022-23 Final Amended
Beginning Fund Balance	\$ 1,251,258	\$ 1,157,241	\$ 593,800	\$ 593,800
Revenues				
Employee Contributions	2,785,504	2,552,703	2,950,000	3,015,175
Transfer From Other Funds	18,096,252	19,495,198	20,006,555	20,368,953
Total Revenue	\$ 20,881,756	\$ 22,047,902	\$ 22,956,555	\$ 23,384,128
Expenditures				
Premiums/Claims/Fees	\$ 21,539,214	\$ 22,112,309	\$ 23,050,355	\$ 23,176,277
Ending Fund Balance	\$ 593,800	\$ 1,092,834	\$ 500,000	\$ 801,651

SCHOLARSHIP FUND (RESTRICTED)

		2021-22		2022-23		2022-23		2022-23
		Actual		Proposed		First Amended		Final Amended
Beginning Fund Balance	\$	37,233	\$	39,314	\$	44,359	\$	44,359
Revenues								
Local- Donations	\$	18,081	\$	6,000	\$	6,000	\$	15,969
Expenditures								
Scholarships	\$	10,955	\$	12,000	\$	12,000	\$	25,000
Ending Fund Balance	\$	44,359	\$	33,314	\$	38,359	\$	35,328

SCHOOL ACTIVITIES FUND (RESTRICTED)

		2021-22		2022-23		2022-23		2022-23
		Actual		Proposed		First Amended		Final Amended
Beginning Fund Balance	\$	1,479,721	\$	1,479,721	\$	1,609,323	\$	1,609,323
Revenue- School Deposits	\$	2,080,471	\$	2,000,000	\$	2,000,000	\$	2,500,000
Expenditures- School Activities	\$	1,950,869	\$	2,000,000	\$	2,000,000	\$	2,500,000
Ending Fund Balance	\$	1,609,323	\$	1,479,721	\$	1,609,323	\$	1,609,323

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: Adoption of 2023-2024 Proposed Budgets and Millage Rates

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools adopt the attached proposed budgets for the 2023-2024 school year: General Fund, Funded Projects Fund, Special Education Fund, Debt Retirement Fund, 2021 Bond Fund, 2023 Bond Fund, Sinking Fund, Capital Projects Fund, Food Services Fund, Health and Welfare Fund, Scholarship Fund and School Activities Fund.

RATIONALE:

This action is in compliance with the Spirit of the Uniform Budgetary and Accounting Act – Public Act 621. The proposed budget and millage rates were reviewed by the Finance Committee on June 12, 2023.

BUDGETARY INFORMATION:

This resolution will set the parameters for revenues and expenditures within which the district will expect to utilize for the 2023-2024 school year.

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Attached



Livonia Public Schools

2023-24 Proposed General Fund & District Budgets

June 2023

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

RESOLVED, that the general appropriation for Livonia Public Schools for revenues for the fiscal year 2022-23 General Fund be adopted as follows:

	2022-23 Final Amended	2023-24 Proposed
Revenue		
Local	41,607,891	42,273,645
State	129,991,872	131,743,679
Federal	29,587	29,587
Other Financing Sources	2,635,869	2,607,912
Total Revenue	\$ 174,265,219	\$ 176,654,823
Fiscal Year Beginning Fund Balance	\$ 33,691,834	\$ 31,444,633
Revenue Plus Beginning Fund Balance (Total Available to Appropriate)	\$ 207,957,053	\$ 208,099,456

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

RESOLVED, that the general appropriation for Livonia Public Schools for expenditures for the fiscal year 2022-23 General Fund be amended as follows:

	2022-23 Final Amended	2023-24 Proposed
Expenditures		
Instruction		
Basic Programs	89,321,478	86,489,142
Added Needs	16,860,835	16,851,620
Total Instruction	\$ 106,182,313	\$ 103,340,762
Support Services		
Pupil Support	7,807,611	7,439,601
Instructional Staff Support	7,895,031	8,071,914
General Administration	960,196	994,846
School Administration	12,283,378	11,974,639
Business Services	2,296,780	2,386,580
Operations and Maintenance	20,490,916	19,340,354
Transportation	8,549,319	8,870,311
Other Central Support	5,249,364	5,469,698
Athletics	2,697,929	3,554,611
Total Support Services	\$ 68,230,524	\$ 68,102,554
Community Services	\$ 2,221,386	\$ 2,939,220
Other Financing Uses	\$ 900,000	\$ 1,500,000
Total Expenditures	\$ 177,534,223	\$ 175,882,536
 Ending Fund Balance = Total Available to Appropriate less Total Expenditures	 \$ 30,422,830	 \$ 32,216,920
 Fund Balance as a Percentage of Total Expenditures	 17.1%	 18.3%

FUNDED PROJECTS FUND

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

	2022-23	2023-24
	Final Amended	Proposed
	\$ (877,400)	\$ -
Beginning Fund Balance		
Revenues		
Local	208,039	37,800
State	10,883,968	8,639,346
Federal	28,905,531	14,829,599
Total Revenue	\$ 39,997,538	\$ 23,506,745
Expenditures		
Instructional	18,713,299	12,915,497
Support	18,176,213	9,985,451
Community Services	1,560,081	177,019
Other Financing Uses	670,546	428,778
Total Expenditures	\$ 39,120,139	\$ 23,506,745
Ending Fund Balance	\$ -	\$ -
Revenue Detail		
Local Sources		
LPS Foundation	63,372	-
Miscellaneous Local Sources	40,940	37,800
Wayne RESA	103,727	-
Total Local Sources	\$ 208,039	\$ 37,800
State Sources		
MI Future Educator Stipend	\$ 28,800	\$ -
Section 31a At Risk	4,675,772	4,675,772
Section 31aa Per-Pupil Mental Health Grant	1,550,704	-
Section 31n(6) Mental Health	180,000	-
Section 32d Great School Readiness	628,818	568,032
Section 35a Early Literacy	318,062	262,146
Section 41 Bilingual Education	162,627	170,464
Section 54d Early On	483,750	483,750
Section 61 Vocational Education	721,804	639,185
Section 97 Per-Pupil Student Safety	1,556,830	1,500,000
Section 97C Risk Assessments	54,000	2,000
Section 97d Critical Incident Mapping	76,518	40,160
Section 99h FIRST Robotics	24,242	-
Section 104I Benchmark Assessments	109,250	-
Section 107 Adult Education	312,791	297,837
Total State Sources	\$ 10,883,968	\$ 8,639,346
Federal Sources		
ARP Homeless II	\$ 29,679	\$ -
Child Care Grant	1,496,566	-
Emergency Connectivity	3,201,702	-
ESSER Grants	9,969,841	4,308,980
IDEA Grants	4,458,894	4,484,552
Michigan Clean Diesel	73,529	-
Section 23 Grants	921,815	267,714
Section 11t ESSER Per Pupil Equalization	5,538,520	3,208,728
Section 98c Learning Loss	695,122	47,482
Title I Part A	1,468,367	1,468,367
Title II Part A	392,569	392,569
Title III Part A English Learners	87,936	87,936
Title III Part A Immigrant Learners	20,610	20,610
Title IV, Part A SSAE	102,293	102,293
Universal Service Fund (E-RATE)	13,496	13,496
Vocational Perkins	253,085	240,996
WIOA- Adult Basic Education- Instruction	181,507	185,876
Total Federal Sources	\$ 28,905,531	\$ 14,829,599

SPECIAL EDUCATION FUND

	2022-23 Final Amended	2023-24 Proposed
Beginning Fund Balance	\$ 1,108,043	\$ 1,034,797
Revenues		
Local	13,725,609	14,325,609
State	7,959,006	8,159,006
Total Revenue	\$ 21,684,615	\$ 22,484,615
Expenditures		
Instructional	11,468,098	12,218,741
Support	7,289,763	8,096,523
Transfers to Other Funds	3,000,000	2,500,000
Total Expenditures	\$ 21,757,861	\$ 22,815,264
Ending Fund Balance	\$ 1,034,797	\$ 704,148

Expenditure Detail

Moderate Cognitive Impairment Program	4,079,442	4,322,909
Visually Impaired Program	1,976,153	1,833,104
Skill Center Program	3,903,419	4,068,966
Autistic Program	8,667,444	10,090,285
Additional Expenditures (3%)	131,403	-
Transfer to Other Funds	3,000,000	2,500,000
Total Expenditures	\$ 21,757,861	\$ 22,815,264

DEBT RETIREMENT FUNDS

(RESTRICTED)

	2022-23 Final Amended	2023-24 Proposed
Beginning Fund Balance	\$ 2,267,497	\$ 2,712,678
Revenues		
Tax Revenue	21,805,720	22,889,122
Interest Income	339,356	300,000
Total Revenue	\$ 22,145,076	\$ 23,189,122
Expenditures		
Bond Redemption	13,250,000	11,805,000
Bond Interest	8,397,995	10,866,082
Other	51,900	62,400
Total Expenditures	\$ 21,699,895	\$ 22,733,482
 Ending Fund Balance	 \$ 2,712,678	 \$ 3,168,318

Expenditure Detail

Bond Redemption

2013 Bond Series 1	1,175,000	1,325,000
2013 Bond Series 2	1,850,000	1,975,000
2014 Refunding Bond	4,185,000	4,125,000
2020 Refunding Bond	1,245,000	1,255,000
2021 Bond Series 1	4,795,000	2,400,000
2021 Bond Series 2	-	725,000
Bond Redemption- Total	\$ 13,250,000	\$ 11,805,000

Bond Interest

2013 Bond Series 1	125,000	66,250
2013 Bond Series 2	3,441,250	3,348,750
2014 Refunding Bond	374,250	165,000
2020 Refunding Bond	1,888,195	1,881,622
2021 Bond Series 1	2,569,300	2,329,550
2021 Bond Series 2	-	3,074,910
Bond Interest- Total	\$ 8,397,995	\$ 10,866,082

2021 BOND (RESTRICTED)

	2022-23 Final Amended		2023-24 Proposed
Beginning Fund Balance	\$ 65,206,723	\$	556,723
Revenues			
Other Financing Sources	-		-
Interest Income	1,350,000		200,000
Total Revenue	\$ 1,350,000	\$	200,000
Expenditures			
Facility Improvements	62,000,000		700,000
Other	4,000,000		56,723
	\$ 66,000,000	\$	756,723
Ending Fund Balance	\$ 556,723	\$	-

2023 BOND (RESTRICTED)

	2022-23 Final Amended		2023-24 Proposed
Beginning Fund Balance	\$ -	\$	69,489,698
Revenues			
Other Financing Sources	70,189,698		-
Interest Income	300,000		1,000,000
Total Revenue	\$ 70,489,698	\$	1,000,000
Expenditures			
Facility Improvements	500,000		30,000,000
Other	500,000		5,000,000
	\$ 1,000,000	\$	35,000,000
Ending Fund Balance	\$ 69,489,698	\$	35,489,698

SINKING FUND

(RESTRICTED)

	2022-23 Final Amended	2023-24 Proposed
BEGINNING FUND BALANCE	\$ 3,925,250	\$ 2,572,609
REVENUES		
Local	8,151,913	8,623,318
Other Financing Sources	95,446	-
Total Revenue	\$ 8,247,359	\$ 8,623,318
EXPENDITURES		
Facility Improvements	10,000,000	10,000,000
Other	600,000	600,000
	\$ 10,600,000	\$ 10,600,000
ENDING FUND BALANCE	\$ 1,572,609	\$ 595,927

CAPITAL PROJECTS FUND

(RESTRICTED)

	2022-23 Final Amended	2023-24 Proposed
BEGINNING FUND BALANCE	\$ 3,121,370	\$ 2,860,771
REVENUES		
Proceeds from Sale of Property	219,401	50,000
Transfer from Other Funds	1,520,000	1,500,000
Total Revenue	\$ 1,739,401	\$ 1,550,000
EXPENDITURES		
Facility Improvements	2,000,000	2,000,000
Other	-	-
Total Expenditures	\$ 2,000,000	\$ 2,000,000
ENDING FUND BALANCE	\$ 2,860,771	\$ 2,410,771

FOOD SERVICE FUND

(RESTRICTED)

	2022-23		2023-24
	Final Amended		Proposed
Beginning Fund Balance	\$ 1,872,790	\$	920,816
Revenues			
Local Sales	1,368,872		319,000
State Reimbursement	344,793		2,678,000
Federal Reimbursement	2,833,105		2,285,802
Total Revenue	\$ 4,546,770	\$	5,282,802
Expenditures			
Support Services	5,198,744		4,975,943
Transfers to Other Funds	300,000		300,000
Total Expenditures	\$ 5,498,744	\$	5,275,943
Ending Fund Balance	\$ 920,816	\$	927,675

HEALTH & WELFARE FUND

	2022-23		2023-24
	Final Amended		Proposed
Beginning Fund Balance	\$ 593,800	\$	801,651
Revenues			
Employee Contributions	3,015,175		3,165,937
Transfer From Other Funds	20,368,953		21,183,712
Total Revenue	\$ 23,384,128	\$	24,349,649
Expenditures			
Premiums/Claims/Fees	\$ 23,176,277	\$	24,310,095
Ending Fund Balance	\$ 801,651	\$	841,205

SCHOLARSHIP FUND (RESTRICTED)

		2022-23		2023-24
		Final Amended		Proposed
Beginning Fund Balance	\$	44,359	\$	35,328
Revenues				
Local- Donations	\$	15,969	\$	10,000
Expenditures				
Scholarships	\$	25,000	\$	10,000
Ending Fund Balance	\$	35,328	\$	35,328

SCHOOL ACTIVITIES FUND (RESTRICTED)

		2022-23		2023-24
		Final Amended		Proposed
Beginning Fund Balance	\$	1,609,323	\$	1,609,323
Revenue- School Deposits	\$	2,500,000	\$	2,500,000
Expenditures- School Activities	\$	2,500,000	\$	2,500,000
Ending Fund Balance	\$	1,609,323	\$	1,609,323

**RESOLUTION AUTHORIZING AN OFFER TO TENDER PRIOR BONDS
AND THE ISSUANCE OF REFUNDING BONDS
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
2023 REFUNDING BONDS**

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

A regular meeting of the board of education of the Issuer (the “Board”) was held in the _____, within the boundaries of the Issuer, on the 19th day of June, 2023, at _____ o’clock in the p.m. (the “Meeting”)

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS:

1. Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the “Act”), permits the Issuer to purchase and refund all or part of its bonded indebtedness by issuing refunding bonds; and
2. The Issuer has received a proposal to assist the Issuer in making an offer to the holders of the Issuer’s outstanding 2020 Refunding Bonds (General Obligation – Unlimited Tax)(Federally Taxable), dated October 21, 2020, which due and payable May 1, 2024 through May 1, 2043, inclusive (the “Prior Bonds”), to tender such Prior Bonds for purchase and refunding by the Issuer with proceeds of refunding bonds to be issued by the Issuer; and
3. The Board determines that it is in the best interest of the Issuer to consider making such tender offer and issuing such refunding bonds; and
4. The Board previously directed certain authorized officers of the Issuer to file a public notice of the Issuer’s intent to explore the possibility of making such tender offer to holders of the Prior Bonds via the EMMA disclosure system; and
5. The Board previously directed certain authorized officers to engage an information agent and tender agent to act on behalf of the Issuer to explore the potential interest of holders of the Prior Bonds in participating in the tender offer; and
6. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Issuer shall make an offer, with the assistance of the Dealer Manager (defined below), to the holders of the Prior Bonds to tender such Prior Bonds for purchase by the Issuer for consideration in the form of cash to, but not including, the settlement date (the “Tender Offer”).

2. The purchase prices for the Prior Bonds will be based on a fixed spread added to the yields on certain benchmark United States Treasury Securities, plus accrued interest on the Prior Bonds tendered for purchase up to but not including the settlement date.

3. The source of funds to purchase the Prior Bonds validly tendered for purchase pursuant to the Tender Offer will be limited to proceeds of the Bonds (defined herein) and supplemented by other available funds of the Issuer at the Issuer's sole determination. The purchase of any Prior Bonds tendered pursuant to the Tender Offer is contingent on the issuance of the Bonds, the purchase price of any Prior Bond not exceeding 103% of the original principal amount thereof, and on certain other conditions of the Issuer. In the event all conditions to the Tender Offer are not satisfied or waived by the Issuer on or prior to the settlement date, any Prior Bonds tendered pursuant to such offer shall be returned to the bondholder.

4. Holders of the Prior Bonds who do not tender any bonds pursuant to the Tender Offer will continue to hold such Prior Bonds (the "Untendered Bonds") and such Untendered Bonds will remain outstanding, and payable and secured, pursuant to the terms of the resolutions under which they were originally issued.

5. J.P. Morgan Securities LLC is named as dealer manager to act on behalf of the Issuer for this Tender Offer (the "Dealer Manager") and is authorized to contact holders of the Prior Bonds regarding the Tender Offer and may request brokers, dealers, custodian banks, depositories, trust companies, and other nominees to forward the Tender Offer to beneficial owners of the Prior Bonds.

6. Global Bondholder Services Corporation is named as information agent and tender agent to act on behalf of the Issuer for this Tender Offer (the "Information Agent and Tender Agent") and is authorized to disseminate notices and other information in connection with the Tender Offer, and to contact holders of the Prior Bonds regarding the Tender Offer and may request brokers, dealers, custodian banks, depositories, trust companies, and other nominees to forward the Tender Offer to beneficial owners of the Prior Bonds. The Information Agent and Tender Agent is authorized to establish an account at The Depository Trust Company ("DTC") for this Tender Offer promptly after the date of this Tender Offer.

7. Bonds of the Issuer designated 2023 Refunding Bonds (General Obligation - Unlimited Tax) (the "Bonds") be issued in the aggregate principal amount of not to exceed \$85,000,000, as finally determined upon sale thereof, for the purpose of purchasing the Prior Bonds validly tendered for purchase pursuant to the Tender Offer (the "Tender Candidates"). The Bonds shall be dated the date of delivery, or such other date as established at the time of sale; shall be numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall bear interest at a rate or rates to be hereafter determined upon sale, payable on May 1 and November 1 of such years as may be established at the time of sale; and shall mature on May 1 in such years; all as to be determined by the Superintendent or the Chief Financial Officer of the Issuer (each an "Authorized Officer"), in the final principal amounts determined upon sale and may be subject to redemption, as determined by an Authorized Officer, in the amounts, at the times, in the manner, and at the prices determined upon sale of the Bonds.

8. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds.

9. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof.

10. The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company to be designated by an Authorized Officer at the time of sale (herein called the “Paying Agent”), which shall act as the paying agent and bond registrar or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

11. Book Entry. Unless otherwise requested by the Underwriter (defined below), the ownership of one fully registered bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as nominee of DTC. So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. An Authorized Officer is authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by an Authorized Officer, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

12. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by a duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall furnish or cause to be furnished a sufficient number of manual or facsimile executed Bonds and the Paying Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

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

14. The President and Secretary are authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer is authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

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

15. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2023 REFUNDING BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

There shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due prior to the next year's tax levy, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. In determining the amount to be levied each year, there shall be taken into account any money in the DEBT RETIREMENT FUND. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6 of the Michigan Constitution of 1963.

16. The proceeds of the Bonds shall be used to pay the costs relating to the Tender Offer, the costs of issuance of the Bonds, and to secure payment of the Tender Candidates set forth in the Bond Purchase Agreement (as defined below). Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs relating to the Tender Offer and the costs of issuance of the Bonds in a fund designated 2023 BOND ISSUANCE FUND (hereinafter referred to as the "BOND ISSUANCE FUND"). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of the Tender Offer and the issuance of the Bonds. Any

amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

17. The balance of the proceeds of the Bonds, together with any moneys in the debt retirement fund for the Prior Bonds that are allocated to the Tender Candidates, shall be used to purchase the Tender Candidates set forth in the Bond Purchase Agreement (as defined below).

18. The Bonds shall be in substantially the form attached hereto and incorporated herein as Exhibit A.

19. J.P. Morgan Securities LLC is named as senior managing underwriter (the "Underwriter") and further, that an Authorized Officer or designee is authorized to negotiate and execute an agreement to purchase the Bonds (the "Bond Purchase Agreement") with the Underwriter and any co-managing underwriters selected by the Authorized Officer, subject to the requirements of paragraph 23 below. Based upon information provided by the Issuer's financial consulting firm and the Underwriter, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions.

20. An Authorized Officer is authorized to approve circulation of a Preliminary Official Statement describing the Bonds.

21. An Authorized Officer, or designee if permitted by law, is authorized to:

- a. File with the Michigan Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- b. Make application for municipal bond insurance if, upon advice of the financial consulting firm of the Issuer, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- c. Execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and

appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

22. An Authorized Officer's authorization to purchase the Tender Candidates pursuant to the Tender Offer is subject to the following parameters:

- a. the purchase of the Tender Candidates will produce, when tendered, overall present value savings that are not less than the net present value savings threshold provided in the following paragraph; and
- b. the receipt of express written recommendation of the Issuer's financial consulting firm identified herein to consummate the Tender Offer.

23. An Authorized Officer's authorization to accept and execute a Bond Purchase Agreement with the Underwriter is subject to the following parameters:

- a. the aggregate Dealer Manager fee and Underwriter fee shall not exceed \$10.00 per \$1,000 (1%); and
- b. the present value savings from the refunding shall not be less than 2.0% of the par of the Prior Bonds; and
- c. the receipt of express written recommendation of the Issuer's financial consulting firm identified herein to accept the terms of the Bond Purchase Agreement.

24. An Authorized Officer is further authorized and directed to (i) execute any and all other necessary documents required to consummate the Tender Offer and complete the approval and sale of the Bonds to the Underwriter in accordance with the terms of the Bond Purchase Agreement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Financial Advisor; (iv) deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) execute and deliver the final Official Statement on behalf of the Issuer.

25. The President or Vice President, the Secretary, the Treasurer, the Superintendent, the Chief Financial Officer and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to affect the purposes of this resolution, the Tender Offer, the Bonds or the Bond Purchase Agreement.

26. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the Tender Offer and the sale and delivery of the Bonds.

27. Thrun Law Firm, P.C. is appointed as bond counsel for the Issuer with reference to the Tender Offer and the issuance of the Bonds. Although Thrun Law Firm, P.C. has informed the Issuer that it represents no other party in connection with the issuance of the Bonds, Thrun Law Firm, P.C. represents the Dealer Manager and Underwriter on other, unrelated matters. The Board acknowledges the services that Thrun Law Firm, P.C. provides to the Dealer Manager and Underwriter, consents to the representation of the Dealer Manager and Underwriter on other, unrelated public finance matters, and waives any conflict of interest that could be asserted with respect to such representation.

28. The financial consulting firm of PFM Financial Advisors, LLC, is appointed as financial consultant to the Issuer with reference to the Tender Offer and the Bonds herein authorized.

29. The Board covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the Bonds from gross income.

30. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

EXHIBIT A

[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF WAYNE
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
2023 REFUNDING BOND
(GENERAL OBLIGATION - UNLIMITED TAX)

Rate Maturity Date Date of Original Issue CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, COUNTY OF WAYNE, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on _____, 20____, and semiannually thereafter on the first day of _____ and _____ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the corporate trust office of _____, Michigan (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$_____ issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and resolutions duly adopted by the Board of Education of the Issuer on June 19, 2023 and _____, 2023, for the purpose of purchasing and refunding all or a portion of a certain prior bond issue of the Issuer.

The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may be levied without limitation as to rate or amount as provided by Article IX, Section 6 of the Michigan Constitution of 1963.

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years _____ through _____, inclusive, shall not be subject to redemption prior to maturity. The Bonds or portions of Bonds maturing on or after May 1, _____, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after May 1, _____, at par and accrued interest to the date fixed for redemption.



MANDATORY REDEMPTION

The Bonds maturing on May 1, _____, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Principal Amounts</u>
May 1, _____	\$
May 1, _____	
May 1, _____	
May 1, _____ (maturity)	

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

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

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.



IN WITNESS WHEREOF, Livonia Public Schools School District, County of Wayne, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of _____, 2023, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

LIVONIA PUBLIC SCHOOLS SCHOOL
DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN

Countersigned

By _____
Secretary

By _____
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)
(City, State)
PAYING AGENT

By _____
Authorized Signatory



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby irrevocably
constitute and appoint _____ attorney to transfer the Bond
on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment
must correspond with the name as it appears upon the
face of the within Bond in every particular without
alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities
Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning the
transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(if held by joint account, insert number
for first named transferee)

EXHIBIT B

**FORM OF
CONTINUING DISCLOSURE AGREEMENT**

**§ _____
LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN
2023 REFUNDING BONDS
(GENERAL OBLIGATION - UNLIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Livonia Public Schools School District, County of Wayne, State of Michigan (the “Issuer”), in connection with the issuance of its \$ _____ 2023 Refunding Bonds (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on June 19, 2023 and _____, 2023 (together, the “Resolution”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not

include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2023.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 20___, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer’s submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;

- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided that any event other than those listed under Section 5(a)(2), (6), (7), (8), (10), (13), (14) or (15) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer’s obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed,

amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its

obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____, 2023



APPENDIX A

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Livonia Public Schools School District, Wayne County, Michigan

Name of Bond Issue: 2023 Refunding Bonds (General Obligation - Unlimited Tax)

Date of Bonds: _____, 2023

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX B

NOTICE TO THE MSRB OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer: Livonia Public Schools School District, Wayne County, Michigan

Name of Bond Issue: 2023 Refunding Bonds (General Obligation - Unlimited Tax)

Date of Bonds: _____, 2023

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the Issuer's fiscal year ended on _____. It now ends on _____.

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN

By: _____
Its: Superintendent

Dated: _____



APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: _____

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

1. Principal and interest payment delinquencies
2. Non-payment related defaults
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to rights of security holders
8. Bond calls
9. Tender offers
10. Defeasances
11. Release, substitution, or sale of property securing repayment of the securities
12. Rating changes
13. Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. Appointment of a successor or additional trustee or the change of name of a trustee
16. Incurrence of a financial obligation of the Issuer or other obligated person
17. Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. Other significant event notice (specify) _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: (_____) _____

The MSRB Gateway is www.msrb.org or through the EMMA portal at emma.msrb.org/submission/Submission_Portal.aspx. Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

**TOPIC: Establishment of Date for
First Regular Meeting of 2023-2024**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District hold its first Regular Board meeting for the 2023-2024 school year on August 21, 2023.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Andrea L. Oquist, Superintendent

EXHIBITS:

None

Off/Supt/jw

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 19, 2023**

TOPIC: Board Members to Attend MASB Summer Institute

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve that Board Trustees Madeline Acosta, Liz Jarvis, and Mark Johnson take classes August 8-11, 2023, during MASB's Summer Institute in Clinton Township, Michigan, for a total cost of approximately \$1,092.

RATIONALE:

Board members are encouraged to attend educational, leadership, and developmental workshops, conferences, and seminars which will assist them in the performance of their duties. Per Board Policy BBBC, expenditures require Board approval.

BUDGETARY INFORMATION:

All within prescribed budget allocations. Some of the MASB courses may qualify for reimbursement from the State of Michigan, which will reduce the cost incurred by LPS.

RESOURCE PERSONNEL:

Andrea L. Oquist, Superintendent

EXHIBITS:

None

Off/Supt/jw