

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**Regular Meeting  
March 18, 2024 - 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. Read Across America Resolution 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. 5**
- V. DISPOSITION OF MINUTES**
  - A. \* Minutes of the Special Meeting of February, 12, 2024**
  - B. \* Minutes of Regular Meeting of February 26, 2024 6**
- VI. BUSINESS MATTERS**
  - A. Approval of Name of the Early Childhood Center 18**
  - B. Approval of Purchase of LCTC Computer Lab Equipment 19**
  - C. Approval of Purchase of LPS Merchandise Purchase 31**
  - D. Approval of Tax Collection Agreement with City of Livonia 33**
  - E. Approval of Purchase Agreement for Sale of Property to the City of Livonia 37**
  - F. Approval of Central Office Parking Lot Light Replacement Project 49**
  - G. Approval of Bentley Track Repair Project 52**
  - H. Approval of Purchase of Generator 57**
- VII. INSTRUCTION MATTERS**
- VIII. PERSONNEL MATTERS**
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  - C. Leaves of Absence 71**
  - D. Resignations 72**

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| <b>IX. HEARING FROM BOARD MEMBERS</b>  |    |
| A. First Reading Board Policy - Business Management<br>EBD - Energy Management Conservation                              | 77 |
| B. First Reading Board Policy - Business Management<br>EE - Food Services Management and Free and Reduced<br>Price Meals | 79 |
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| <b>X. ADJOURNMENT</b>  |    |

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC:** Read Across America resolution

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District adopt the attached resolution in recognition of Read Across America during the month of March 2024.

**RATIONALE:**

Livonia Public Schools supports the Read Across America initiative sponsored by the National Education Association and supported by the Livonia Education Association, and publicly commits to promoting reading by all children in the LPS community.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Stacy Jenkins, Administrator of Communications

**EXHIBITS:**

None

*Livonia Public Schools  
Board of Education  
March 18, 2024*

*Read Across America  
RESOLUTION*

*WHEREAS, citizens of the Livonia Public Schools School District stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future and their ability to compete in a global economy, and;*

*WHEREAS, "Read Across America," a national celebration of Dr. Seuss's 120<sup>th</sup> birthday, on March 2, 2024, is sponsored by the National Education Association and supported by the Livonia Education Association, and promotes reading and adult involvement in the education of our community's students, and;*

*WHEREAS, motivating children to read is an important factor in student achievement and creating lifelong successful readers, and;*

*WHEREAS, research has shown that children who are motivated and spend more time reading, do better in school.*

*NOW, THEREFORE, BE IT RESOLVED that the Trustees of the Board of Education of the Livonia Public Schools School District, call upon their citizens to assure that every child is reading together, with a caring adult, throughout the month of March, designated as March is Reading Month (celebrated today, March 18, 2024, with the Livonia Public Schools Board of Education), and;*

*BE IT FURTHER RESOLVED that this body recommits our community to engage in programs and activities to make America's children the best readers in the world.*

*Madeline Acosta, Secretary*

*Board of Education*

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18,2024**

**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 Special Meeting of February 12, 2024

V.B. \*Minutes of the Regular Meeting of February 26, 2024

**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/tg

**MINUTES  
BOARD OF EDUCATION  
Livonia Public Schools  
Special Meeting  
February 12, 2024**

President Bradford convened the Special meeting at 9:24 p.m.

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

**Members Absent:** None

**Audience Communications** None

**Approval of ECC Playground Site Work, Fencing, Landscape Project – 2021 BOND** It was moved by Mrs. Frank and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District approve the recommendation from it's Owner's Representative, Plante Moran Realpoint, and it's Construction Manager, Clark Construction Company, to approve change order for the contractors identified to provide and install playground site work, concrete, fencing, and landscaping for the Early Childhood Center in the amount of \$560,845, which includes costs for hard construction, fees, and contingency.

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

**Approval of Purchase of LMC Furniture – 2021 BOND** 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 from the Owner's Representative, Plante Moran Realpoint, and approve the Phase Three purchase of furniture for the Library Media Centers at Hoover Elementary, Hayes Elementary, Roosevelt Elementary, Holmes Middle School and Stevenson High School from NBS Commercial Interiors, Troy, Michigan in an amount not to exceed \$872,000.

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

**Approval of Elevator Renovation Project at Administration Building** It was moved by Mrs. Acosta and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District accept the recommendation to replace the elevator and its mechanical system at the Central Office Administration Building from Kone Incorporated, located in Livonia, Michigan in the amount of \$240,000, which includes contingency.

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

**Second Reading  
and Adoption of  
Board Policy –  
Personnel**

It was moved by Mrs. Jarvis and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt the following Board Policy language for Board Policy GBF – Teacher Placement:

**GBF – Teacher  
Placement**

**BOARD POLICY  
GBF**

**PERSONNEL  
TEACHER PLACEMENT**

**JANUARY 29, 2024**

Teacher placement is the determination of the classroom teaching assignment for a teacher. The decisions regarding teacher placement will be at the sole discretion of the Superintendent or designee. In order to be eligible for a teaching assignment, the teacher must be qualified for the teaching assignment, based on the criteria set by the Superintendent or designee, and have the appropriate certification. In the absence of a qualified teacher with appropriate certification, the School District may consider the ability to obtain an appropriate Michigan Department of Education permit.

LEGAL REF.: MCL 380.1233, 380.1233b, 380.1237, 423.215

**ADMINISTRATIVE PROCEDURES      GBF**

**PERSONNEL  
2024  
TEACHER PLACEMENT**

**JANUARY 29,**

Between qualified candidates, teacher placement will be based on the following criteria:

- Teacher certification, including whether such teacher placement decision will result in a classroom section not having a certified teacher;
- The school schedule;
- The prior year Effectiveness Rating of teachers qualified for the assignment;
  - Evaluators of performance, as measured using the performance evaluation system required by law, will consider factors including, but not limited to, the following as prescribed by the evaluation tool: demonstrated pedagogical skills and content area knowledge, evidence of ability to successfully plan and deliver rigorous lessons, implementation of effective strategies for building higher-level thinking and differentiated instruction, classroom management, collaboration with colleagues, and other attributes/skills relevant to the teaching assignment.
- The teacher’s disciplinary record;
- The teacher’s attendance record;
- Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, including the integration of that training into instruction in a meaningful way;

- The recency or relevance of a teacher’s experience in a grade level or subject area;
- The teacher’s length of service in a grade level or subject area. Length of service in a grade level or subject area may be made up of two components:
  - Current length of service in the assignment, and;
  - Lifetime length of service in the assignment.

Teachers with no relevant special training, or service time with a particular teaching assignment are not qualified candidates for purposes of teacher placement and will only be considered for placement in the teaching assignment if there are no other qualified candidates.

The School District respects and values individual staff opinion regarding their placement. Staff members may request placement preference for District consideration by May 1. The School District will make an effort to notify staff of their placement in a prompt manner.

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

**Second Reading and Adoption of Board Policy – Personnel**

**GBG – Staffing, Layoff and Recall of Teachers**

It was moved by Mr. Johnson 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 the following Board Policy language for Board Policy GBG – Staffing, Layoff and Recall of Teachers:

|   |                         |
|---|-------------------------|
| <b>BOARD POLICY</b>                             | <b>GBG</b>              |
| <b>PERSONNEL</b>                                | <b>JANUARY 29, 2024</b> |
| <b>STAFFING, LAYOFF, AND RECALL OF TEACHERS</b> |                         |

This policy relates to all teachers working for the School District as defined by the Michigan Teachers’ Tenure Act, MCL 38.71, et seq. As used in this policy, the term "personnel decision" refers to any situation where the School District is:

- Filling a vacancy;
- Placing a teacher in a classroom;
- Conducting a staffing reduction;
- Conducting a program reduction, or;
- Any other decision resulting in the elimination or creation of a position.

The Superintendent or designee will adopt clear and transparent procedures for all personnel decisions governed by Section 1248 of the Revised School Code. When adopting such procedures, length of service shall not be the sole factor in personnel decisions, and may only be considered as a tiebreaker if a personnel decision involves 2 or more employees and all other factors distinguishing those employees from each other are equal.

Personnel decisions must be based on relevant factors including, but not limited to:

- The prior year Effectiveness Rating of teachers qualified for the assignment;
  - Evaluators of performance, as measured using the performance evaluation system required by law, will consider factors including, but not limited to, the following as prescribed by the evaluation tool: demonstrated pedagogical skills and content area knowledge, evidence of ability to successfully plan and deliver

rigorous lessons, implementation of effective strategies for building higher-level thinking and differentiated instruction, classroom management, collaboration with colleagues, and other attributes/skills relevant to the teaching assignment.

- The teacher's length of service in a grade level or subject area;
- The teacher's disciplinary record, and;
- Relevant special training, which may be based on completion of relevant training other than professional development or continuing education that is required by the School District or by law, and integration of that training into instruction in a meaningful way.

Subject to the limitations set forth herein through policy or regulation, the Superintendent or designee has sole authority to determine teacher placement, the existence of a teacher vacancy, or to implement a personnel or program reduction.

LEGAL REF.: MCL 380.1248, 380.1249, 423.215

#### **ADMINISTRATIVE PROCEDURES      GBG**

#### **PERSONNEL STAFFING, LAYOFF, AND RECALL OF TEACHERS**

**JANUARY 29, 2024**

#### **Teacher Vacancies**

A teacher vacancy does not exist unless all the following criteria are met:

- The position is subject to Section 1249 of the Revised School Code;
- The position is posted by the School District in a manner which invites applicants.

A teacher vacancy may be created by the following, subject to approval by the Superintendent or designee:

- Transfer of an internal teaching candidate to a vacant position;
- A leave of absence;
- Retirement, resignation, or other departure at the end of a school year or immediately prior to the start of a school year.
- A mid-year retirement, resignation, or other departure that will require a long-term substitute;
- The addition of a new classroom section.

No vacancy will be created when a position is first unfilled beginning in the second half of the school year, unless approved by the Superintendent or designee. The Superintendent or designee may close any vacancy in their sole discretion at any time.

#### **Selection Process to Fill a Vacancy**

- The Superintendent's or designee's most highly rated and qualified candidate will be selected for any vacancy.
- The top qualified internal candidate, plus other internal candidates in the discretion of the Superintendent or designee, may be provided an opportunity to interview for any vacancy.
- The Superintendent or designee shall consider the likelihood of filling any vacancy created by the selection of the internal candidate and the impact such vacancy will have on the instructional program.

In the absence of a qualified candidate, the Superintendent or designee may select a candidate who is able to obtain temporary or alternative credentialing to be qualified for the position, has

demonstrated an exemplary commitment to a school community and its students, and possesses relevant knowledge and skills for the position.

### Staffing Reductions

A staffing reduction is the decision to eliminate curricular sections or positions that will result in a reduction in the hours worked (FTE) of one or more teachers. The Superintendent or designee has the sole authority to determine and conduct a staffing reduction.

The Superintendent or designee will conduct any staffing reduction based on the department and location, using following criteria:

- The District shall reduce staff starting with the teacher with the lowest Effectiveness Rating and proceeding toward the teacher with the highest Effectiveness Rating in the department, unless such reduction will result in a classroom section not having a certified teacher.
  - Evaluators of performance, as measured using the performance evaluation system required by law, will consider factors including, but not limited to, the following as prescribed by the evaluation tool: demonstrated pedagogical skills and content area knowledge, evidence of ability to successfully plan and deliver rigorous lessons, implementation of effective strategies for building higher-level thinking and differentiated instruction, classroom management, collaboration with colleagues, and other attributes/skills relevant to the teaching assignment.
- Teacher certification. In the absence of a teacher with appropriate certification, the School District may consider the ability to obtain an appropriate permit.
- The teacher's disciplinary record;
- The teacher's attendance record;
- Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, including the integration of that training into instruction in a meaningful way;
- The teacher's length of service in a grade level or subject area. The School District will only consider a teacher's continuous and current length of service in a grade level or subject area.

Teachers with no relevant special training, or service time with a particular teaching assignment are not qualified candidates for purposes of a staffing reduction and will only be considered for such placement if there are no other qualified candidates.

### Program Reductions

A program reduction is the decision to eliminate curricular courses or courses of study. The Superintendent or designee has the sole authority to determine and conduct a program reduction.

Upon the decision to implement a program reduction, the Superintendent or designee will review impacted staff and evaluate whether they are qualified, as defined by the Teacher Placement Procedure. Teachers with an effectiveness rating of effective or highly effective will displace others in another School District program with a rating other than effective or highly effective. (*"Highly Effective"* will remain a legal rating until July 1, 2024.)

### Recall Process

A recall is when teachers that are placed on layoff become eligible to return to work at the School District.

The right to recall expires three years after the layoff becomes effective. Only teachers on layoff that are qualified for a vacancy are eligible for recall.

The right to recall is different based on the teacher's most recent evaluation rating:

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- *Effective*: Teacher will be offered the opportunity to return to a vacancy for which they are

qualified. (“Highly Effective” will remain the legal rating until July 1, 2024.)

- *Developing*: Teacher will be offered the opportunity to interview for a vacancy for which they are qualified. (“Minimally Effective” will remain the legal rating until July 1, 2024.)
- *Needing Support*: Teacher will be notified of a vacancy for which they are qualified, and the teacher may submit application materials for consideration by the Superintendent or designee. (“Ineffective” will remain the legal rating until July 1, 2024.)

Eligibility for recall will be determined based on the following criteria:

- The teacher with the highest evaluation rating will be eligible first, proceeding to the lowest evaluation rating;
  - Evaluators of performance, as measured using the performance evaluation system required by law, will consider factors including, but not limited to, the following as prescribed by the evaluation tool: demonstrated pedagogical skills and content area knowledge, evidence of ability to successfully plan and deliver rigorous lessons, implementation of effective strategies for building higher-level thinking and differentiated instruction, classroom management, collaboration with colleagues, and other attributes/skills relevant to the teaching assignment.
- If two teachers are being considered and share the same Effectiveness Rating, then the Superintendent or designee must compare the potential individuals using each of the elements of the standards as set out below, subject to Section 1248 of the Revised School Code. Only when all elements within one level are equal and the candidates cannot be differentiated should the Superintendent or designee move to the next level.
  - The teacher’s disciplinary record;
  - The teacher’s attendance record;
  - Relevant special training, including completion of relevant training other than professional development or continued education that is required by the District or by state law, including the integration of that training into instruction in a meaningful way;

The teacher’s length of service in the grade level or subject area where the vacancy exists.

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

**Second Reading and Adoption of Board Policy – Personnel**

**GBIA – Teacher Evaluations**

It was moved by Mrs. Burton and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt the following Board Policy language for Board Policy GBIA – Teacher Evaluations:

BOARD POLICY

GBIA

PERSONNEL  
TEACHER EVALUATIONS

JANUARY 29, 2024

All teachers and administrators can improve their performance and should strive for excellence in order to provide the best possible education for the students of the School District. To that end, the School District will use a rigorous, transparent, and fair evaluation system for all teachers and administrators. This system will comply with Michigan law and include annual year-end evaluations for all teachers and administrators, unless otherwise permitted by Michigan law. The Superintendent or designee will provide inter-rater reliability training for all evaluators as required by law.

The evaluation system is intended to be used to improve the performance of all teachers and

administrators and encourage professional growth. The system will be used, at a minimum, to inform decisions on the effectiveness and development of teachers, to grant tenure or full certification, and to remove ineffective tenured and untenured teachers. The Superintendent or designee will develop and implement any legally-compliant administrative regulations necessary to put this policy into effect with the involvement of teachers and school administrators. The regulations will use legally-compliant criteria whenever it is deemed appropriate to waive evaluation for a teacher or administrator in a given school year.

The Superintendent or designee is authorized to promulgate regulations based on changes of the law governing evaluations.

Teachers will receive ratings as prescribed by law. Any teacher rated less than Developing on a year-end evaluation will be placed on an individualized development plan (IDP). That teacher will be evaluated mid-year during the next school year, in addition to receiving a year-end evaluation. If the teacher continues to be found less than Developing for three consecutive years, the School District will act to discharge the teacher, either through termination (if probationary) or the filing of tenure charges (if tenured), unless special circumstances are found to exist.

LEGAL REF.: MCL 380.1249, 423.215

**ADMINISTRATIVE PROCEDURES GBIA**

**PERSONNEL  
TEACHER EVALUATIONS**

**JANUARY 29, 2024**

Effective July 1, 2024, the evaluation tools for both administrators and teachers will be reclassified to have three ratings: Effective, Developing, and Needing Support. Student growth components for both administrators and teachers will be calculated based on the requirements of the Revised School Code. Any disputes regarding evaluations will be subject to the dispute process in Section 1249 of the Revised School Code.

The Superintendent or designee will evaluate administrators annually, unless otherwise permitted by Michigan law, using the School Advance model. Beginning in the 2024-2025 school year, for the first three years a school administrator is in a new administrative position, the Superintendent or designee will assign a mentor to the school administrator. The Superintendent or designee will, for each year the administrator is evaluated, conduct a midyear progress report.

School principals will evaluate teachers annually, unless otherwise permitted by Michigan law, using the 5D+ model. All teacher evaluations require at least two observations and at least one observation will be unscheduled. Any midyear progress meetings conducted by Administrators will review relevant student achievement data. The evaluation system will rate teachers with ratings as required by Section 1249 of the Revised School Code. Administrators will provide written feedback to teachers as required by law. Beginning in the 2024-2025 school year, classroom observations must be for a minimum of fifteen minutes, but need not be an entire class period. School principals will meet with teachers following observations and provide written observation feedback within thirty (30) days of the observation.

The Superintendent or designee will determine the method of evaluation for employees whose evaluations are not governed by Section 1249 of the Revised School Code.

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

**Approval of ECC  
Contingency –  
2021 BOND**

It was moved by Mrs. Burton and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District approve the reallocation of Bond contingency dollars from previous bond projects to the ECC contingency in the amount of \$950,000, bringing it up to approximately 10% for the project, to ensure the ECC project has an appropriate safety net, if needed.

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

**Adjournment** President Bradford adjourned the meeting at 9:40 p.m.

**Off/Supt/tg**

**Livonia Public Schools  
Board of Education  
Minutes of the Regular Meeting  
February 26, 2024**

President Bradford convened the meeting at 6:31 p.m.

**Members Present**

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

**Members Absent**

None

**Adoption of Principals' Week Resolution**

It was moved by Mrs. Frank and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District adopt the resolution of establishing the week of February 26, 2024, as Principals' Week in the Livonia Public Schools. Superintendent Oquist and Trustee Burton expressed their appreciation to the District's Principals for their outstanding work. Mr. Gerathy, Assistant Principal and LEADS Co-President received the Resolution on behalf of District Principals and shared comments of pride.

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

**Recognition of CTE Month**

Mrs. Jenkins, Administrator of Communications, recognized CTE (Career Technical Education) Month while featuring the LCTC (Livonia Career Technical Center) and sharing points of pride. LCTC teachers and students enthusiastically shared their positive experiences at the LCTC. State Representative Stephanie Young read the State of Michigan Certificate of Proclamation naming February 2024 as Career and Technical Education Month. Lindsay Gray, LCTC Principal was presented with the Proclamation. Mr. Etue, Director of Secondary Education, Superintendent Oquist, Trustee Frank and Trustee Burton shared praise and congratulations to LCTC and more widely, CTE programs.

**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**

Superintendent Oquist addressed a factual clarification about the District's Long-Term Substitute Policy which was posed during the Committee of the Whole Meeting on February 12, 2024.

**Audience Communications**

Captains from The Livonia Tyros Robotics Team and Livonia Warriors Robotics Team provided updates about their robots and shared season opening highlights. Both teams shared gratitude for the new Robotics Center at the

LCTC. Leadership from the Livonia Figure Skating Club, Student Figure Skaters, parents of Figure Skaters and Girls Hockey Team Members advocated for the District to recognize High School Figure Skating and Girls Hockey as official sports and grant athletes in both disciplines Varsity Letters. A parent shared concerns regarding his student's injuries which occurred at Jackson Center during the school day and Grant's playground after hours.

**Consent Agenda**

It was moved by Mrs. Bonifield supported by Mrs. Burton 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 Special Meeting of January 29, 2024
- V.B. \*Minutes of the Regular Meeting of January 29, 2024
- V.C. \*Minutes of the special Meeting of February 12, 2024

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

**Approval of Candidate of MASB Board of Director Voting**

It was moved by Mr. Johnson and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District designate Birgit McQuiston as the Region 8 Candidate for the MASB Board of Directors and direct the Executive Assistant of the Board of Education to cast the vote accordingly.

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

**Approval of Limited Out of District Schools of Choice for 2024-2025**

It was moved by Mrs. Burton and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Superintendent to participate in Limited Schools of Choice under Section 105 and 105c for the 2024-2025 school year. Openings to include at least one seat for grades kindergarten-sixth grade and not to exceed 165 total seats for grades kindergarten-sixth grade for the 2024-2025 school year.

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

**Approval of Network Switches Replacement – 2021 BOND**

It was moved by Mrs. Acosta and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District approve the recommendation from its technology consultant, Integrated Design Solutions, and award the network switches upgrade project to Sentinel Technologies, Inc., located in Troy, Michigan, in the amount of \$1,852,349.15, which includes contingency.

Ayes: Acosta, Bonifield, Bradford, Burton, Frank, Jarvis, Johnson

Nays: None

**Approval of  
Summer 2024  
Demolition  
Projects – 2021  
BOND**

It was moved by Mrs. Jarvis and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District approve the recommendation from its Owner’s Representative, Plante Moran Realpoint, and its Construction Manager, Clark Construction Company, to approve Blue Star, Inc., located in Warren, Michigan, for the selective demolition rebid of the Phase 3, Bid Package #2 for 2024 renovations at Hayes Elementary, Hoover Elementary, Roosevelt Elementary, Holmes Middle School, Stevenson High School, Franklin High School pool room and Churchill High School pool room in the total amount of \$882,585, which includes costs for hard construction, fees, and contingency, and authorize the Superintendent or her designee to negotiate and execute final contracts on behalf of the Board of Education with the awarded contractors.

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

**Approval of  
Teachers**

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 offer employment for the 2023-2024 school year to the following teachers:

| <b>Name</b>      | <b>FTE</b> | <b>Title</b>         | <b>Location</b>   |
|------------------|------------|----------------------|-------------------|
| Lori Blair       | 1.0        | School Psychologist  | Student Services  |
| Allison Dailey   | 0.49       | Teacher (Computers)  | Shared Time       |
| Lisa Farkas      | 1.0        | Teacher (Math)       | Franklin          |
| Chad Mack        | 1.0        | Teacher(Math)        | Adult Education   |
| Katherine Miller | 1.0        | Teacher (Special Ed) | Roosevelt         |
| Alketa Prifti    | 1.0        | Teacher (ELL)        | Academic Services |
| Megan Utter      | 1.0        | Teacher (RCR)        | Grant Elementary  |

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

**Teachers for  
Tenure**

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 acknowledge that tenure status has been granted to the following teachers on the respective date:

| <b>Name</b>     | <b>Date Effective</b> |
|-----------------|-----------------------|
| Michelle Geyman | February 8, 2024      |
| Jill Grezak     | February 28, 2024     |

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

**Resignations**

The Board was informed of the following resignations:

| <b>Name</b> | <b>Date Effective</b> |
|-------------|-----------------------|
| Lisa Kaiser | February 14, 2024     |
| Cindy Long  | March 1, 2024         |

**Leave of Absence**

It was moved by Mr. Johnson and supported by Mrs. Bonifield 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:

| <b>Name</b>      | <b>Date Effective</b> |
|------------------|-----------------------|
| Devin Jaworowicz | February 21, 2024     |

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

**Retirement**

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

Cheryl Caskey

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Cheryl Caskey will retire from the district on February 23, 2024; and,

WHEREAS, Cheryl Caskey has devoted 22 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a driver in the Transportation Department; and,

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

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

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

**Adjournment**

President Bradford adjourned the meeting at 8:37 p.m.

**Off/Supt/tg**

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC:            Naming the Early Childhood Center**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Superintendent to name the new early childhood center to the Livonia Early Childhood Center.

**RATIONALE:**

This would mirror the trend in what other communities do when naming their early childhood centers. We would like to officially name the center now as there are licensing requirements that requires the official name to be listed on these documents. Additionally, officially naming our early childhood center helps with our marketing efforts, Finally, our I.T. department will need it as well as identifying the center for our student information systems and other vendor needs.

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

William Green, Director of Elementary Programs and District Services

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC:** LCTC Computer Lab Equipment Purchase

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of computers and furniture for the Business Management and Computer Repair Classroom through 61a (added cost) funds.

**RATIONALE:**

The Livonia Career Technical Center (LCTC) is requesting the purchase of new computers and furniture for the Business Management and Computer Repair Classroom through 61a (added cost) funds. Through contract pricing the total cost for computers and furniture is \$89,304.35. CDW-G (Chicago, IL) quoted \$40,950.00 for the purchase of 26 HP 840 G9 computers at \$1,575.00 per computer. Interior Environments (Novi, MI) quoted \$48,354.35 for the purchase of furniture.

As stated above, as part of the computer quote, 26 HP 840 G9 computers would be purchased for the classroom. The furniture quote would include a set of classroom tables, chairs, storage bins, and accessories for the classroom. Additionally, the furniture quote includes an installation cost of \$5,342.00.

**BUDGETARY INFORMATION:**

This purchase is quoted for \$89,304.35.

**RESOURCE PERSONNEL:**

Kevin Etue, Director of Secondary Programs and District Services

**EXHIBITS:**

Attached



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

**KEVIN ZIMES,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

|                               |  |
|-------------------------------|--|
| <b>ACCOUNT MANAGER NOTES:</b> | <p>Thank you for your order. Please make sure to check your order for the correct products and/or damages. CDW is only able to accept returns up to 30 days from invoice date. After 30 Days a 15% restocking fee will be assessed. After 60 days a 30% restocking fee will be assessed.</p> <p>Wes<br/>877.874.9063</p> |
|-------------------------------|--|

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| NSCX024 | 1/18/2024  | HP AIO          | 1271134    | \$40,950.00 |

**QUOTE DETAILS**

| ITEM   | QTY | CDW#    | UNIT PRICE | EXT. PRICE  |
|--|-----|---------|------------|-------------|
| <u>BTO HP 840 G9 I5-13600 1 64 W11P</u><br>Mfg Part#: 51412418<br>Contract REMC Technology & Furniture 2024 (REMC TECH 2024) | 26  | 7780416 | \$1,575.00 | \$40,950.00 |

|                    |                    |
|--------------------|--------------------|
| <b>SUBTOTAL</b>    | \$40,950.00        |
| <b>SHIPPING</b>    | \$0.00             |
| <b>SALES TAX</b>   | \$0.00             |
| <b>GRAND TOTAL</b> | <b>\$40,950.00</b> |

| PURCHASER BILLING INFO   | DELIVER TO   |
|--|--|
| <b>Billing Address:</b><br>LIVONIA PUBLIC SCHOOLS<br>ACCTS PAYABLE<br>15125 FARMINGTON RD<br>LIVONIA, MI 48154-5474<br><b>Phone:</b> (734) 523-9164<br><b>Payment Terms:</b> NET 30-VERBAL | <b>Shipping Address:</b><br>LIVONIA PUBLIC SCHOOLS<br>KEVIN ZIMES<br>15125 FARMINGTON RD<br>LIVONIA, MI 48154-5474<br><b>Shipping Method:</b> DROP SHIP-GROUND |

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



### Sales Contact Info

**Wes Farrell** | (877) 874-9063 | [wesfar@cdw.com](mailto:wesfar@cdw.com)

#### Need Help?



[My Account](#)



[Support](#)



[Call 800.800.4239](#)

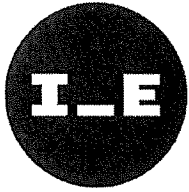
[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2024 CDW•G LLC, 200 N Milwaukee Avenue, Vernon Hills, IL 60061 | 800 808 4239



# Proposal

Interior Environments - Novi  
 48700 Grand River Ave  
 Novi, MI 48374  
 Phone (248) 213-3010

|                |                        |
|----------------|------------------------|
| Order Number   | 16231                  |
| Date           | 03/01/2024             |
| Customer PO No |                        |
| Customer Name  | Livonia Public Schools |
| Salesperson    | Betsy Pethoud          |
| Terms          | NET 30                 |
| Page           | 1 of 6                 |

T Livonia Public Schools  
 O 15125 Farmington Rd  
 Livonia, MI 48154  
  
 ATTN Bond Invoicing  
 Email LivoniaPublicSchools2021BondInvoices@Docs E-  
 Builder net

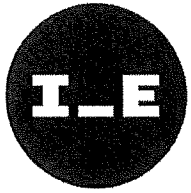
S Livonia Career Technical Center  
 H 8985 Newburg Rd  
 I Livonia, MI 48150  
 P  
  
 T ATTN Phil Francis  
 O Phone 734-744-2554  
 Email pfrancis@livoniapublicschools.org

Prepared for Betsy Pethoud

Allsteel Omnia Contract #R191802 - SPA \_ 471098  
 HON - Omnia Contract #R191804 - SPA \_ 470960  
 Humanscale - E&I CNR01511

*Due to the current challenges in the global supply chain and labor environment, pricing and lead times remain in a state of flux Our team will do it's best to communicate any changes as they arise and provide the best available solutions to meet your needs Thank you for your business and understanding*

| Line | Quantity      | Description  | Unit Price | Extended Amount |
|------|---------------|--|------------|-----------------|
| 1    | 26 00<br>Each | AW3LF2442T-- X-\$(L1STD)- LAHS- E9- AG1-P-E9<br>24Dx42W Aware Top Lam FlatEdg for T-Fixed or Nest<br>X Standard Wood<br>\$(L1STD) Grd L1 Standard Laminates<br>LAHS Handspun Slate<br>E9 Flint<br>AG1 Single Oval Grom Center Lt/Rt<br>P Plastic Grommet<br>E9 Flint<br>Tag Tag TG 24x42-F<br>Tag L1 24x42-F | 169 05     | 4,395 30        |
| 2    | 26 00<br>Each | AW2TSPGB--\$(P2)- PR2<br>Aware 18-24D Fixed T-Leg GlidesPnt (Pair)<br>\$(P2) P2 Paint Opt<br>PR2 Platinum Metallic   | 276 36     | 7,185 36        |
| 3    | 26 00<br>Each | AW4HM42--\$(P2)- PR2<br>Hinged Modesty Panel 42"<br>\$(P2) P2 Paint Opt<br>PR2 Platinum Metallic   | 108 49     | 2,820 74        |
| 4    | 26 00<br>Each | NT1MGG<br>NeatTech - Mini, Pinstripe Graphite Basket / Gray Trim   | 72 57      | 1,886 82        |
| 5    | 13 00<br>Each | HMG1-- F- F- RE- PLAT<br>Motivate 4-Leg Stack Chair-Set/2<br>F Fixed Arm<br>F Felt Glide<br>RE Regatta<br>PLAT Platinum Metallic<br>Tag Tag TG HMG1<br>Tag L1 HMG1   | 319 38     | 4,151 94        |
| 6    | 13 00<br>Each | AW3LF3066V-- X-\$(L1STD)- LAHS- E9- AG1-P-E9<br>30Dx66W Aware Top Lam FlatEdg for V-Fixed/Nest<br>X Standard Wood  | 256 07     | 3,328 91        |

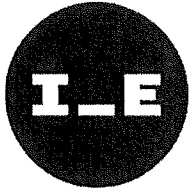


# Proposal

Interior Environments - Novi  
 48700 Grand River Ave  
 Novi, MI 48374  
 Phone (248) 213-3010

|                |                        |
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| Terms          | NET 30                 |
| Page           | 2 of 6                 |

|    |               |  |          |          |
|----|---------------|--|----------|----------|
|    |               | \$(L1STD) Grd L1 Standard Laminates<br>LAHS Handspun Slate<br>E9 Flint<br>AG1 Single Oval Grom Center Lt/Rt<br>P Plastic Grommet<br>E9 Flint<br>Tag Tag TG 30x66-F<br>Tag L1 30x66-F   |          |          |
| 7  | 13 00<br>Each | AW2TLSHCB60--\$(P2)- PR2- B<br>Aware60 - 66W Kit Fxd StndngHt w/Cst use w/30 DeepTop<br>\$(P2) P2 Paint Opt<br>PR2 Platinum Metallic<br>B Black<br>Tag Tag TG 30x66-F<br>Tag L1 30x66-F  | 398 96   | 5,186 48 |
| 8  | 13 00<br>Each | HMG5-- F- F- LM- PLAT<br>Motivate 4-Leg Cafe Ht Stool<br>F Fixed Arm<br>F Felt Glide<br>LM Lime<br>PLAT Platinum Metallic<br>Tag Tag TG HMG5<br>Tag L1 HMG5  | 225 21   | 2,927 73 |
| 9  | 6 00<br>Each  | HEST2H2WS-- C- N- S-\$(P2)- T1- NA-\$(P2)- T1-\$(L1STD)- S<br>24"H TOTE STORAGE - 2-WIDE<br>C Standard<br>N Without Door<br>S Solid<br>\$(P2) P2 Paint Opt<br>T1 Platinum Metallic<br>NA Match Case<br>\$(P2) P2 Paint Opt<br>T1 Platinum Metallic<br>\$(L1STD) Grd L1 Standard Laminate<br>S Charcoal<br>Tag Tag TG 2H2W<br>Tag L1 2H2W | 807 75   | 4,846 50 |
| 10 | 3 00<br>Each  | HEST4H2WS-- C- N- S-\$(P2)- T1- NA-\$(P2)- T1-\$(L1STD)- S<br>48"H TOTE STORAGE - 2-WIDE<br>C Standard<br>N Without Door<br>S Solid<br>\$(P2) P2 Paint Opt<br>T1 Platinum Metallic<br>NA Match Case<br>\$(P2) P2 Paint Opt<br>T1 Platinum Metallic<br>\$(L1STD) Grd L1 Standard Laminate<br>S Charcoal<br>Tag Tag TG 4H2W<br>Tag L1 4H2W | 1,291 95 | 3,875 85 |
| 11 | 69 00         | HFMBIN3  | 34 88    | 2,406 72 |



# Proposal

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 48700 Grand River Ave  
 Novi, MI 48374  
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|                |                        |
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| Page           | 3 of 6                 |

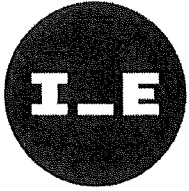
|      |  |          |          |
|------|--|----------|----------|
| Each | Tray Kit 3"h 2 bins and 4 rails            |          |          |
|      | Tag Tag TG BIN3                            |          |          |
|      | Tag L1 BIN3                                |          |          |
| 14   | 1 00 Labor-----                            | 5,342 00 | 5,342 00 |
| Each | Furniture Installation                     |          |          |
|      | STRAIGHT TIME                              |          |          |
|      | NON UNION                                  |          |          |
|      | NO STAIR CARRY                             |          |          |
|      | NO PERMITS                                 |          |          |
|      | NO HARDWIRE DATA OR ELECTRICAL CONNECTIONS |          |          |
|      | ALL DEBRIS REMOVAL INCLUDED                |          |          |

|                           |                    |
|---------------------------|--------------------|
| Order Sub-Total           | \$48,354 35        |
| <b>TOTAL ORDER .</b>      | <b>\$48,354.35</b> |
| Required Deposit 50 00% . | \$24,177 18        |

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED    THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

**A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE**

Signature \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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| Page           | 4 of 6                 |

## Balco Interiors LLC / IE Connect LLC / Interior Environments Atlanta, LLC - d/b/a INTERIOR ENVIRONMENTS

### 1 PROPOSALS AND ORDERS

- A **TERM:** All prices quoted by Interior Environments ("Seller") are valid for 30 days from date of proposal
- B **OFFER AND ACCEPTANCE** All orders for the purchase of goods and services from Seller require a proposal prepared by Seller which has been approved and signed by an authorized signatory of Buyer. Seller's proposal shall constitute an offer and Buyer's approval of the proposal shall constitute acceptance of that offer. If Buyer submits a purchase order before Seller issues a proposal, Seller's proposal shall constitute a counteroffer and Buyer's approval of the Seller's proposal shall constitute acceptance of that counter offer without any additional terms or conditions.
- C **AGREEMENT** Following the offer and acceptance described above and Seller's payment as provided in paragraph 2 below, an "Agreement" between the parties shall be deemed to have been formed with such Agreement comprised solely of Seller's proposal together with these Terms and Conditions of Sale. The Agreement shall be deemed to supersede any prior written or oral agreements and any different or conflicting terms in any quote, invoice, Buyer purchase order, shipper or any other document. For the avoidance of doubt, any different, additional or conflicting terms provided on any ancillary Buyer document(s) are expressly rejected by Seller.
- D **MODIFICATIONS/CHANGES/CANCELLATIONS.** Any requested modification to an Agreement is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay any and all additional charges resulting from order modifications, cancellations, and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Any modifications of an Agreement must be made via a signed and dated revised proposal.

### 2 DEPOSITS

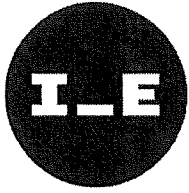
Unless otherwise specified and agreed to by both parties, a deposit of 50% is required on all orders. No interest shall accrue on such deposits. The Agreement is deemed entered upon such payment by Buyer.

### 3 OWNERSHIP AND RISK OF LOSS

Transfer of title to the goods as between Seller and Buyer shall be deemed to have occurred when the Agreement is entered, and thereafter Buyer shall insure against risk of loss. If the goods are first received on behalf of Buyer by Seller, such goods shall be considered held by Seller subject to bailment for the sole benefit of Buyer.

### 4 PAYMENT

- A **TIMING:** Any remaining balance on goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site or, if installed by Seller, following substantial completion. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request, due to delays or otherwise, will be invoiced for product only upon Seller's receipt of same with separate invoicing for installation or other related services upon substantial completion.
- B **PAYMENT TERMS:** Seller has the right to increase its prices at any time upon notice to Buyer to reflect any and all unusual or unforeseen increases in Seller cost, provided that any such increase shall be limited to the increase actually incurred by Seller. Buyer will not offset or recoup any claim against amounts due Seller. All invoices are due on the date noted on the related invoice. A monthly service charge of 1.5% (18% A P R ) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after the invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C **FREIGHT.** Buyer is solely responsible for any applicable freight and handling charges, including tariffs, for delivery from the manufacturer to Seller and is FOB origin. If not included in the proposal, such charges are not included in a price quotation and will be invoiced to Buyer separately after the Seller is invoiced by the carrier or manufacturer.
- D **TAXES.** Buyer is solely responsible for any applicable sales, use, excise, or other taxes. If not included in the proposal, applicable taxes will be invoiced separately. If Buyer possesses tax-exempt status, a certificate of resale, or tax exemption is to be provided prior to order placement.
- E **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed delivery date any goods thereafter stored by Seller will be at Buyer's expense until such time as Buyer is able to accept delivery. Seller shall have no obligation or liability to Buyer whatsoever for failure to ship goods by a particular date.



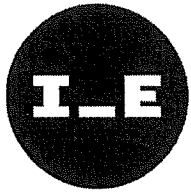
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| Salesperson    | Betsy Pethoud          |
| Terms          | NET 30                 |
| Page           | 5 of 6                 |

## 5 DELIVERY AND INSTALLATION

- A DELIVERY AND INSTALLATION.** Any contracted delivery and installation will be made during Seller's normal business hours of 7 00 a m to 3 30 p m , Monday through Friday Overtime delivery or installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and holidays If applicable trade regulations require employing union tradesmen to complete the installation or delivery, any additional incremental costs will be invoiced to and paid by the Buyer Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation Any shipping, delivery, and performance dates are estimates only, and time is not of the essence Seller may ship or direct shipments of all the goods at one time or in portions from time to time Seller has the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's delivery and installation proposal or acknowledgement
- B SELLER'S RESPONSIBILITIES** Unless received by Buyer or Buyer's agent directly, Seller will receive, inspect, stage, and if contracted, install Buyer's goods All furnishings will be left clean and in working order Carton and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean At Seller's option, Seller may direct shipments directly to the job site
- C BUYER'S ACCEPTANCE** Buyer agrees to have an agent on the premises at the agreed upon time to accept goods, deliveries, installation, and completed work All goods and services shall be considered accepted after Buyer or his agent has signed an acknowledgement document(s) All claims or exceptions must be made in writing the date the work is substantially complete Notwithstanding the foregoing, if Buyer or Buyer's agent is unavailable or unwilling to sign acknowledgment document(s), Buyer shall be deemed to have accepted the goods and services "as is" or as otherwise noted by Seller on the acknowledgement document
- D DROP SHIPMENTS** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect, and install ordered goods Buyer is also responsible for filing necessary freight claims in the event of damage Buyer shall have no claims against Seller due to damage and may not withhold payment on account thereof
- E CONDITION OF JOB SITE** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to any Seller installation Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges plus fees, if labor is performed by a third party
- F JOB SITE SERVICES** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller if Seller is to provide installation If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis Once installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial control
- G ELECTRICAL INSTALLATION** A licensed electrician may be required to install electrical product including outlets, task lights, and hook-ups to base building power If Seller determines that an electrician is required, Buyer will be responsible for contracting and paying the electrician
- H PROTECTION OF DELIVERED GOODS** Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if the job site is not ready on an agreed upon delivery date, and Buyer shall assume any risk of damage or loss thereof
- I CONCEALED DAMAGED GOODS** Buyer is required to report all concealed or damage packaged goods within seven (7) business days or receipt In addition, Buyer is required to report all damage goods revealed upon unpackaging within seven (7) days of the same Likewise, Buyer is required to and must send pictures of damaged goods, packages and labels to initiate any available warranty claim(s) Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods
- J DELIVERY AND INSTALL WARRANTY.** Seller shall warrant all delivery and installation services against defects in performance for a period of one (1) year following delivery unless stated otherwise in the documents accompanying these Terms and Conditions of Sale If this proposal includes the provision of delivery and installation services, Seller warrants that delivery and installation services performed by Seller or by a permitted subcontractor or agent of Seller shall be performed in a good and workmanlike manner consistent with the best practices in the industry In the event of a delivery and installation service defect, the Seller shall, at Buyer's discretion, repair or re-perform the defective services at no cost to the Buyer All delivery and installation services performed after the one (1) year delivery and install



# Proposal

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Novi, MI 48374  
Phone: (248) 213-3010

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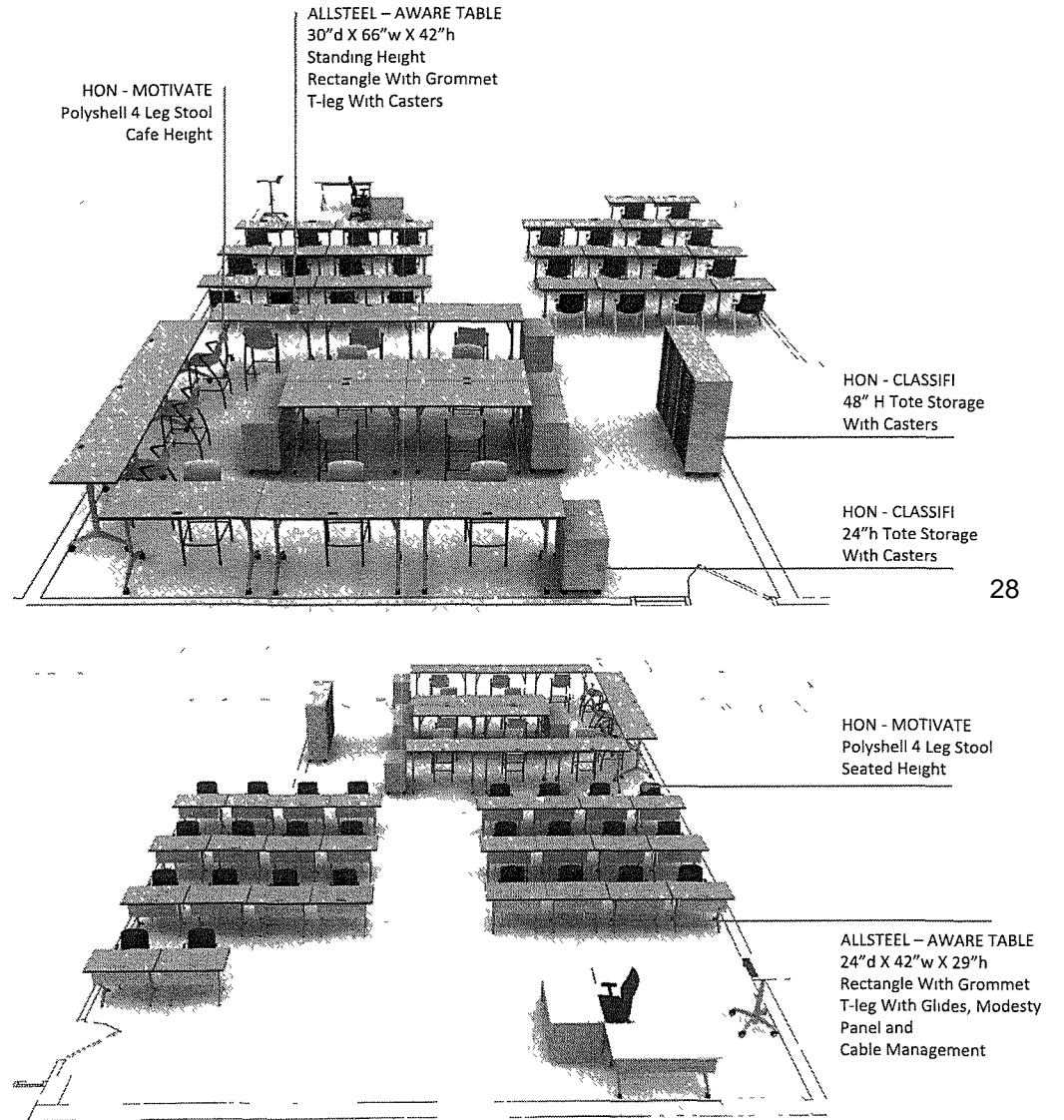
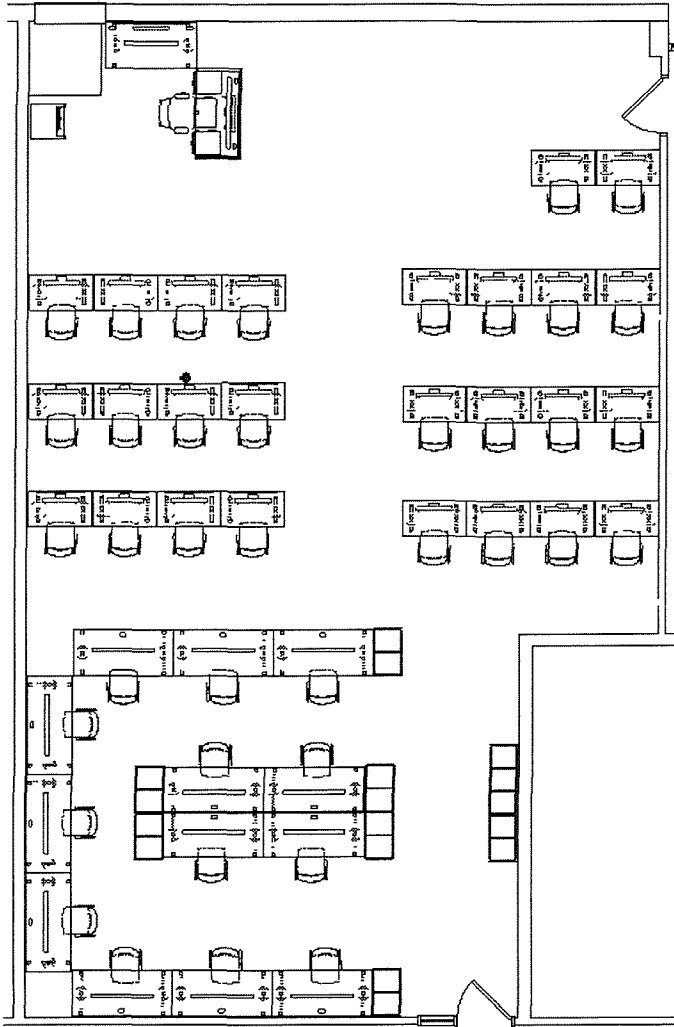
warranty period including but not limited to product warranties, service, repairs, replacement, etc shall be paid for by Buyer at Buyer's expense

## 6 ADDITIONAL TERMS

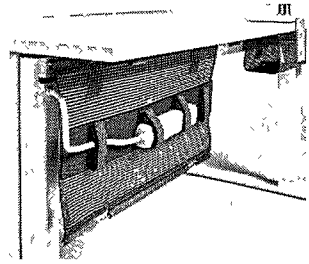
- A DISCLAIMER OF WARRANTIES. BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE DESIGN AND USE OF THE GOODS. SELLER SHALL ADVISE BUYER OF ALL RELATED MANUFACTURERS' WARRANTIES UPON BUYER'S REQUEST.**
- B RESALE.** On any resale of the goods, Buyer shall contractually limit its buyer's warranty against both Buyer and Seller to the same extent that Paragraph 6(A) above limits the warranty offered by Seller.
- C ACTS BEYOND REASONABLE CONTROL.** Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of Seller.
- D ASSIGNMENT.** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E INDEMNIFICATION.** Buyer shall indemnify, defend, and hold harmless Seller with respect to all damages, losses, claims, and expenses, including, without limitation, consequential and incidental damages and reasonable attorney fees arising from or related to: i) Buyer's breach of any of Buyer's obligations under this Agreement and from, ii) Seller's interior design, project management, delivery, installation, or any other services except when caused by Seller's gross negligence or willful misconduct.
- F DEFAULT.** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep, or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer, ii) to sue for and recover all payments, then accrued or thereafter accruing, iii) to take possession of the goods provided hereunder, without demand or notice wherever located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
- G NO WAIVER.** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.
- H TIME FOR BRINGING ACTION:** Any action that Buyer brings against Seller that arises out of or relates to the goods and services provided by Seller to Buyer must be brought by Buyer within one year after the cause of action occurs.
- I LAW.** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.

VALIDATION

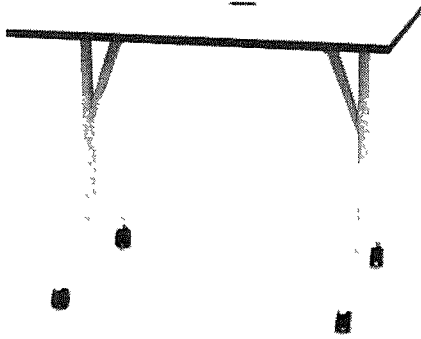
TECH CLASSROOM



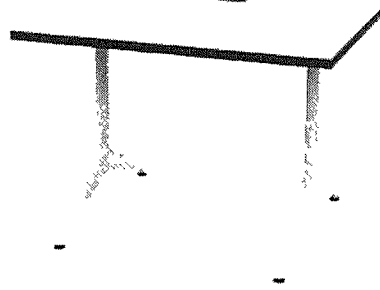
Product Selections



HUMANSCALE NEATTECH  
Wire Management  
24"W  
QTY 26



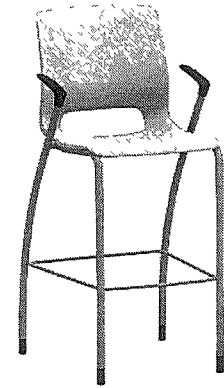
ALLSTEEL – AWARE TABLE  
30"D X 66"W X 42"H  
STANDING HEIGHT  
RECTANGLE WITH GROMMET T-LEG WITH CASTERS  
QTY 13



ALLSTEEL – AWARE TABLE  
24"D X 42"W X 29"H  
SEATED HEIGHT  
RECTANGLE WITH GROMMET AND MODESTY PANEL  
T-LEG WITH GLIDES  
CABLE MANAGEMENT  
QTY 26



HON – MOTIVATE STACKING CHAIR  
FOUR LEGS  
SHELL SEAT  
FIXED ARMS  
FELT GLIDE FOR VINYL FLOOR  
QTY 26



HON – MOTIVATE CAFÉ-HEIGHT STOOL  
FOUR LEGS  
SHELL SEAT  
FIXED ARMS  
FELT GLIDE FOR VINYL FLOOR  
QTY 13

LAMINATE

EDGE/GROMMET

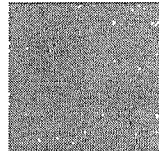
METAL



HANDSPUN SLATE



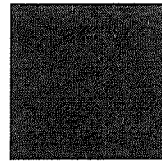
FLINT



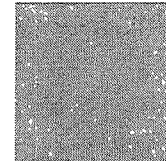
PLATINUM METALLIC

SHELL

FRAME



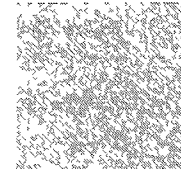
REGATTA



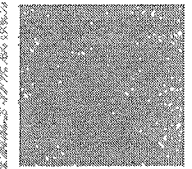
PLATINUM METALLIC

SHELL

FRAME

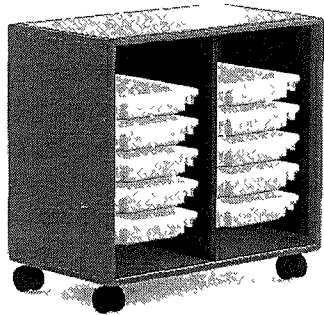


LIME

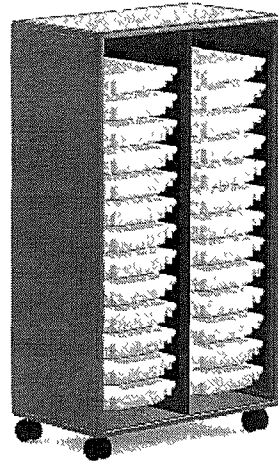


PLATINUM METALLIC

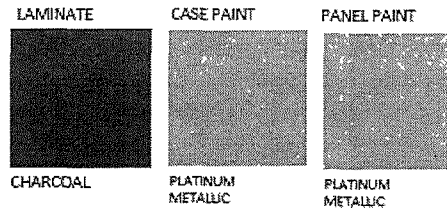
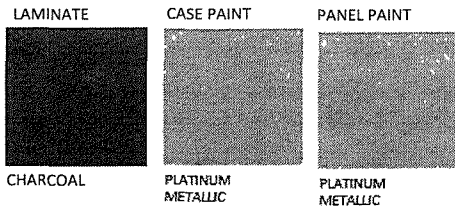
PRODUCT SELECTIONS CONT.



HON CLASS-IFI TOTE STORAGE  
24" H - 2 WIDE  
WITHOUT DOORS  
10 - 3" H TOTES PER UNIT  
QTY 6



HON CLASS-IFI TOTE STORAGE  
48" H - 2 WIDE  
WITHOUT DOORS  
26 - 3" H TOTES PER UNIT  
QTY 3



**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC:** Purchase of LPS Merchandise

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools approve the purchase of Livonia Public Schools merchandise from MBS Incorporated, South Lyon, Michigan for an amount not to exceed \$100,000.

**RATIONALE:**

MBS, Inc. will create a website that staff can access to select their piece of LPS spirit wear, follow up with staff if there are questions or issues fulfilling their specific order, embroider the LPS logo on each piece of merchandise and individually bag, label and deliver the items to 27 locations across the district. Purchases have been placed with this vendor in the past and the district has been very pleased with the quality and level of service.

**BUDGETARY INFORMATION:**

General Fund

**RESOURCE PERSONNEL:**

Alison Smith, Chief Financial Officer

**EXHIBITS:**

Attachment



PO Box 398  
 South Lyon, MI 48178  
 248.486.3438 *phone*  
 248.486.3463 *fax*

Design | Print | Promote

# Quote

|           |         |
|-----------|---------|
| Date      | Quote # |
| 3/13/2024 | LPS2024 |

|  |
|--|
| Customer   |
| Livonia Public Schools<br>15125 Farmington Rd<br>Livonia, MI 48154 |

| Qty   | Description  | Cost  | Total      |
|-------|--|-------|------------|
| 2,000 | Under Armour Full Zip Rival Jacket. LPS logo embroidered left chest. | 50.00 | 100,000.00 |
|       |  |       |            |
|       |  |       |            |
|       |  |       |            |
|       |  |       |            |
|       |  |       |            |
|       |  |       |            |
|       |  |       |            |
|       |  |       |            |
|       |  |       |            |

|                              |                         |              |
|------------------------------|-------------------------|--------------|
| Thank you for your business. | <b>Subtotal</b>         | \$100,000.00 |
|                              | <b>Sales Tax (0.0%)</b> | \$0.00       |
|                              | <b>Total</b>            | \$100,000.00 |

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 13, 2024**

**TOPIC:      Approval of Tax Collection Agreement with City of Livonia**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools approve the attached agreement with the City of Livonia for the collection of school taxes.

**RATIONALE:**

The City of Livonia collects school taxes on behalf of Livonia Public Schools. Both parties are currently operating under an agreement that was entered in to in 1994. The District and City have negotiated an arrangement satisfactory to the parties to replace the 1994 agreement.

**BUDGETARY INFORMATION:**

Tax collection fees paid to the City of Livonia are paid out of the General Fund. For the 2023-24 school year, the District anticipates paying roughly \$472,000 to the City for these services. Under the new agreement, the District \$5.00 per parcel. There are an estimated 35,010 parcels within the Livonia Public Schools boundary making the total estimated for the 2024-25 school year to be \$175,050.

**RESOURCE PERSONNEL:**

Alison Smith, Chief Financial Officer

**EXHIBITS:**

Attached

## TAX COLLECTION AGREEMENT

This Agreement is made this \_\_\_\_\_ day of March, 2024, between the City of Livonia (the “City”) and Livonia Public Schools (the “District”) for the collection of school taxes within the boundaries of the City.

WHEREAS, Sections 1611 and 1613 of the Revised School Code and Section 43 of the General Property Tax Act (“Section 43”) provide for establishing a school district tax collection and for establishing a schedule for delivering tax collections; and

WHEREAS, the District has had the City collect the annual levy of school taxes for the District pursuant to an Agreement dated June 1, 1994, and approved pursuant to CR 478-94, adopted June 22, 1994 (the “1994 Agreement”); and

WHEREAS the District and the City have negotiated an arrangement satisfactory to the parties to replace the 1994 Agreement; and

WHEREAS, it is the desire of the parties to minimize expense and recordkeeping with regard to delivery of the mutual undertaking contained herein.

### IT IS AGREED:

1. The District will furnish to the Treasurer of the City a certified copy of the amount of millage requested to be levied in order that statements may be prepared in a timely fashion and mailed out by July 1. The District may elect to levy the requested millage 50% on July 1 and the remaining 50% on December 1 or 100% collection on either July 1 or December 1.

2. The City shall collect the taxes on behalf of the District and remit by electronic transfer, according to law, all taxes collected directly to an account number provided by the District, in accordance with the schedule attached as **Exhibit A** hereto.

3. For these services, the District shall pay the City \$5.00 (which includes the cost of postage) for each parcel billed in July. The \$5.00 fee is an annual fee that covers the cost of both the summer and winter tax collection. The City will invoice the District 2/3 of the cost of the summer tax collection on October 15, or the next business day thereafter, and invoice the remaining 1/3 on April 1, or the next business day thereafter.

Additionally, investment interest generated on summer 2024 tax collections while in the hands of the City Treasurer shall be retained by the City. Beginning with the winter 2024 tax collections, 50% of investment interest generated thereon while in the hands of the City Treasurer shall be retained by the City with the remaining 50% being delivered to the District along with the final collections as indicated in **Exhibit A** hereto.

4. This Agreement will commence for the 2024 summer tax collection and shall remain in force through the 2027 winter tax collections unless terminated by either party upon

sixty (60) days written notice to the other party. The parties agree to meet beginning in January 2028 to negotiate a successor Tax Collection Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

**CITY OF LIVONIA**

**LIVONIA PUBLIC SCHOOLS**

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

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

Maureen Miller Brosnan, Mayor

Andrea Oquist, Superintendent

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

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

Lori Miller, City Clerk

Karen Bradford, School Board President

**EXHIBIT A**

**SUMMER TAX COLLECTION REMITTANCE SCHEDULE**

| <b><u>COLLECTION PERIOD</u></b> | <b><u>REMITTANCE SCHEDULE</u></b> |
|---------------------------------|-----------------------------------|
| JULY 1 THRU JULY 15             | LAST FRIDAY OF JULY               |
| JULY 16 THRU JULY 31            | SECOND FRIDAY OF AUGUST           |
| AUGUST 1 THRU AUGUST 15         | LAST FRIDAY OF AUGUST             |
| AUGUST 16 THRU AUGUST 31        | SECOND FRIDAY OF SEPTEMBER        |
| SEPTEMBER 1 THRU SEPT 14        | LAST FRIDAY OF SEPTEMBER          |
| FINAL COLLECTIONS               | SECOND FRIDAY OF OCTOBER          |

**WINTER TAX COLLECTION REMITTANCE SCHEDULE**

| <b><u>COLLECTION PERIOD</u></b> | <b><u>REMITTANCE SCHEDULE</u></b> |
|---------------------------------|-----------------------------------|
| DECEMBER 1 THRU DEC 15          | LAST FRIDAY OF DECEMBER           |
| DECEMBER 16 THRU DEC 31         | SECOND FRIDAY OF JANUARY          |
| JANUARY 1 THRU JANUARY 15       | LAST FRIDAY OF JANUARY            |
| JANUARY 16 THRU JANUARY 31      | SECOND FRIDAY OF FEBRUARY         |
| FEBRUARY 1 THRU FEB 14          | LAST FRIDAY OF FEBRUARY           |
| FEBRUARY 15 THRU FEB 28         | SECOND FRIDAY OF MARCH            |
| FINAL COLLECTIONS               | LAST FRIDAY OF APRIL              |

If any of the above remittance dates falls on a holiday, payment will be made on the first business day thereafter.

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC: Approval of Purchase Agreement for Vacant District Property**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve delegating to the Superintendent or her designee the authority to enter into an Offer to Purchase Real Estate, and execute said Offer as well as any extension and any documents necessary and incidental to the sale, with the City of Livonia, Wayne County, Michigan, whereby the City of Livonia has offered to purchase 4.15 +/- acres of land located at 31699 Five Mile Road, Livonia, Michigan, formerly known as Bentley, for a purchase amount of \$100,000.00 per acre and prorated for partial acres.

**RATIONALE:**

This portion of the former Bentley property is being sold to the City of Livonia for their use. It will enhance the parking for the new Senior Center the city is building. This section of property is deemed to be surplus and unneeded by the district, and the sale would generate additional revenue for the district.

**BUDGETARY INFORMATION:**

This sale of property will provide a total amount of \$415,000 to Livonia Public Schools to be deposited in the Capital Projects Fund.

**RESOURCE PERSONNEL:**

Phillip Francis, Assistant Superintendent of District Services

**EXHIBITS:**

Attached

PF

## OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED, the CITY OF LIVONIA (“Purchaser”), hereby offers and agrees to purchase from LIVONIA PUBLIC SCHOOLS (“Seller”) the following vacant real property situated in the City of Livonia, Wayne County, Michigan, described as follows:

4.15 +/- acres of 17.12 +/- acres of vacant land, being a portion of the property formerly known as Bentley High School, located on the south side of Five Mile Road between Farmington Road and Merriman Road, a portion of Sidwell Number 46-085-02-0001-001, subject to survey in accordance with Paragraph 2 below, more particularly described and depicted on **Exhibit A** attached hereto (the “Premises”),

together with all improvements and appurtenances, if any, now on the Premises, subject to existing building and use restrictions, and easements, if any, and zoning ordinances upon the following conditions:

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The purchase price for the Premises shall be the sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars per acre and prorated for partial acres, subject to Survey as provided for in Paragraph 2 below (the “Purchase Price”) payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible with a Commitment for Title Insurance with the standard exceptions (the “Commitment”), issued by First American Title Insurance Company (the “Title Company”) in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. Additionally, Purchaser shall be required to obtain an ALTA survey, at its sole cost and expense, sufficient to obtain the Lot Split shown in **Exhibit A** and outlined in Paragraph 10(D) below, which accurately describes and reflects the Premises (“Survey”) within ninety (90) days of the Date of this Offer and, if desired, verify that said Survey is sufficient to allow the Title Company to issue a Commitment without said standard exceptions. Once said Survey is obtained by Purchaser and reviewed and accepted by Seller, the legal description in the Survey shall update **Exhibit A**, the legal description of the Premises. The Survey shall be certified to the Seller, the Purchaser and the Title Company. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand,

and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title Commitment and Survey is made within ten (10) days of delivery of the title Commitment and Survey, that the Commitment or Survey is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title Commitment and/or Survey defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects; or (2) refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale in accordance with the Closing date set forth in Paragraph 12.

6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the Date of this Offer shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. All other Closing costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty-five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 12.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Twenty Five Thousand and 00/100 (\$25,000.00) Dollars (the "Earnest Money Deposit") to be held by the Seller and applied to the Purchase Price if the sale is consummated. The Seller shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have ninety (90) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground)

as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit C** and obtained such a Release from its Representatives. Each party hereto agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, Representatives or agents. This provision shall not be construed as a waiver of any governmental immunity by the Seller or Purchaser or any of their agencies, or employees, as provided by statute or modified by court decisions.

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller, free of charge, a copy of, in both electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises (the "Documents") and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 12.

C. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD EXPIRES PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPHS 11 AND 12 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND

USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

D. On or before the expiration of the Inspection Period, Purchaser, at its sole cost and expense, shall be obligated to obtain a new Sidwell number for the Premises and shall obtain lot split approval from the City of Livonia's Assessor to separate the Premises from its larger parent parcel (Sidwell No: 46-085-02-0001-001), which contains a total 17.12 +/- acres, all as confirmed by the Survey required in paragraph 2, at or prior to closing.

11. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.

12. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within ten (10) days of the later of the satisfaction of the conditions listed in Paragraph 10 of this Offer or delivery of the title Commitment to Purchaser (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

13. Purchaser shall be and remain responsible for any claims, suits, damages, costs, injuries, losses, and expenses resulting and arising from and out of Purchaser's or its officers, directors, Representatives, agents and/or employees' negligent occupancy, possession, use, evaluation and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts of negligence of Seller or Seller's agents and employees. This provision shall not be construed as a waiver of any governmental immunity by the Seller or Purchaser or any of their agencies, or employees, as provided by statute or modified by court decisions.

14. Seller and Purchaser each acknowledge that that no broker or real estate agency is involved in the negotiation or consummation of this transaction. Each party warrants and represents to the other that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty. This hold harmless provision shall not be construed as a waiver of any governmental immunity by the Seller or Purchaser or any of their agencies, or employees, as provided by statute or modified by court decisions.

15. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding.

16. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."

17. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

18. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

19. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Wayne County, Michigan.

20. Purchaser shall not assign its rights or obligations under this Offer, without Seller's advance written consent, which consent is discretionary in Seller solely.

21. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties.

22. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.

23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the "Concept Plan"). These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit.

24. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

**PURCHASER:  
CITY OF LIVONIA**

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

Its: \_\_\_\_\_

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

**SELLER:  
LIVONIA PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Andrea Oquist

Its: Superintendent

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**(See Depiction of the Premises attached hereto)**

Land situated in the City of Livonia, Wayne County, Michigan, described as follows:

4.15 +/- acres of 17.12 +/- acres of vacant land, being a portion of the property formerly known as Bentley High School, located on the south side of Five Mile Road between Farmington Road and Merriman Road, a portion of Sidwell Number 46-085-02-0001-001, subject to Survey in accordance with Paragraph 2 of the Offer.

The entire 17.12 +/- acre site is legally described as follows:

LOTS 1 THRU 26 INCL EXC THE N 35 FT THEREOF ALSO LOTS 183 THRU 286 INCL ALSO ALL ADJ VAC STS AND ALLEYS LIVONIA PARK SUB T1S R9E L51 P92 WCR MORE PARTICULARLY DESC AS BEG S 00D 01M 50S E 88.00 FT AND S 89D 45M 00S E 664.55 FT FROM N 1/4 COR SEC 22 PROC TH S 89D 45M 00S E 621.00 FT TH S 00D 06M 10S E 1204.08 FT TH N 89D 14M 11S W 620.90 FT TH N 00D 09M 29S W 1199.18 FT TO POB

**Sidwell No:** A portion of 46-085-02-0001-001

**EXHIBIT B**

**WARRANTY DEED**

This Indenture made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between LIVONIA PUBLIC SCHOOLS (hereinafter called the "Grantor"), whose address is 15125 Farmington Road, Livonia, Michigan 48154, and the CITY OF LIVONIA (hereinafter called Grantee"), whose address is 33000 Civic Center Drive, Livonia, Michigan 48154. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Livonia, Wayne County, Michigan, described as:

4.15 +/- acres of 17.12 +/- acres of vacant land, being a portion of the property formerly known as Bentley High School, located on the south side of Five Mile Road between Farmington Road and Merriman Road, a portion of Sidwell Number 46-085-02-0001-001, subject to Survey in accordance with Paragraph 2 of the Offer

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of \_\_\_\_\_ and 00/100 (\$ \_\_\_\_\_ .00) Dollars paid to the Grantor.

Subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan.

Grantor grants to Grantee the right to make all applicable divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

**GRANTOR:**

**LIVONIA PUBLIC SCHOOLS**

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

Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 )SS  
COUNTY OF WAYNE )

On \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned notary public in and for said County, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Livonia Public Schools, to me known to be the same person who executed the within instrument on behalf of Livonia Public Schools, and who acknowledges the same to be the free act and deed of Livonia Public Schools.

\_\_\_\_\_  
, Notary Public  
County, Michigan  
Acting in \_\_\_\_\_ County  
My commission expires:

This Instrument Drafted By:

Dana L. Abrahams, Esq.  
CLARK HILL PLC  
220 Park Street., Suite 200  
Birmingham, MI 48009

When Recorded Return to:

Grantee

Recording Fee: \_\_\_\_\_

Transfer Tax: ***Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)***

A portion of Sidwell No: 46-085-02-0001-001

**EXHIBIT C**

**RELEASE AND HOLD HARMLESS**

The undersigned, in consideration of the permission of LIVONIA PUBLIC SCHOOLS (“Owner”) to enter upon the Premises owned by the Owner for purposes of inspecting the subject Premises in the furtherance of the undersigned’s relationship with any prospective purchaser of real property of the Owner, does hereby release and hold the Owner harmless from any and all damages, losses, liabilities, expenses, costs (including attorney fees) and claims incurred by the undersigned resulting in any way from the undersigned’s entering upon and inspecting any real property owned by the Owner except as may arise from the acts or omissions of Owner or Owner’s agents or employees.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT D**

**PURCHASER'S CONCEPT PLAN**

Purchaser intends to use the Premises as a Parking Lot for its new Senior Center

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC: Approval of Central Office Parking Lot Light Replacement Project**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation to replace the lighting to LED lighting for the Central Office parking lot project from Voss Lighting, located in Grand Rapids, Michigan in the total amount of \$58,490, which includes contingency.

**RATIONALE:**

The purchase of this replacement lighting will convert the parking lot lighting at the Central Office complex to LED. This will update the old lighting, help illuminate the parking lots, and reduce the district's energy consumption.

**BUDGETARY INFORMATION:**

Sinking Fund

**RESOURCE PERSONNEL:**

Phillip Francis, Assistant Superintendent of District Services

**EXHIBITS:**

Attached



Livonia Public Schools

Livonia Public Schools Bus Yard Lighting Upgr

Monday, March 04, 2024

## Scope of Work

Voss Lighting shall perform the following work:

For the South Bus Yard:

For Bullhorn / Double Headed Poles -

- Remove (22) HID fixtures, and (11) bullhorns from (11) poles
- Replace with a cap, and drill new holes for the area lights
- Install (11) new LED area lights
- Position each LED area light following the lighting layout

For Single Headed Poles -

- Remove (6) HID flood lights
- Replace with (6) LED flood lights
- Position each LED flood light following the lighting layout

For the East Parking Lot / Front Central District:

- Remove the (4) old fixtures from (2) poles, (2) per pole
- Plug the holes
- Drill new holes in the side of the poles that face the district office, and install the new fixtures. (1) per pole

For the West Parking Lot / Rear Driveway:

- Remove the (6) old fixtures from (3) poles, (2) per pole
- Plug the holes in the side of the pole where fixtures will not be installed
- Install the new fixtures. (1) per pole

For the Fueling Station / Awning Lighting:

- Remove the (6) old fixtures
- Install (6) beauty plates
- Install (6) new canopy fixtures

- Dispose of all old fixtures and all bullhorns

## Installation Considerations

Our proposal is based on a normal 8-hour per day, 40-hour per week work schedule. Voss Lighting has included no provisions for shift work or overtime. This proposal does not include an engineering review or any and all upgrades to existing electrical installation(s).

Our pricing is based on our participation in Omnia/NCPA contract #02-83.

## Project Financials

|                        |    |           |
|------------------------|----|-----------|
| Project Value          | \$ | 54,990.00 |
| Less Estimated Rebates | \$ | 2,320.00  |
| Net Project Value      | \$ | 52,670.00 |

## How to get started

|                     |    |           |
|---------------------|----|-----------|
| Total Project Value | \$ | 54,990.00 |
| Down Payment        | \$ | 21,996.00 |

NOTE: If Project Quotation is approved by Customer, Voss Lighting will then provide a contract for Customer signature. Upon your signature on this contract, product will be ordered and installation scheduled. NOTE: This Voss quote, or its contents in their entirety, must be included as an integral part of a subsequent prime contract, purchase order, work directive, or other legal prime directive. PROJECT CANCELLATIONS: Should project be delayed or cancelled, may be liable for any additional product cancellation fees, restocking charges, or price increases. Should the project be delayed beyond 30 days from original quotation date, the executed Voss Lighting contract will become void, our pricing will be reviewed for any necessary adjustments related to material and expense costs, labor costs, and other related costs that may be affected, and a new contract presented for Customer signature. PROJECT PRICE INCREASES: This quotation is based upon current product pricing and installation related costs. Quotation is guaranteed for 30 days from quotation date. After 30 days, our pricing will be reviewed for any necessary adjustments related to material and expense costs, labor costs, and other related costs that may be affected by an extended approval period. PROJECT WORK HOURS: Unless noted otherwise above, our quotation is based on onsite installation taking place on a normal 8-hour per day, 40-hour per week work schedule. Voss Lighting has included no provisions for shift work or overtime. PRICE: The quoted price includes all applicable taxes but no other fees that may be associated with this project. PRODUCT NON-STOCK ITEMS: Some products that we offer are not stock items in our warehouse and are ordered as needed. Such items are 'special order' and have extended lead times and are non-returnable. PRODUCT DELIVERY AND INSTALLATION DATES: Upon execution of the Voss Lighting contract, we will aggressively process and expedite your project. At that time, product delivery and onsite installation dates will be verified. Voss Lighting cannot accept responsibility for product production delays, delivery issues, and in climate weather that are beyond our control. TECL 30854: Regulated by the Texas Department of Licensing and Regulation. PO Box 12157, Austin, Texas 78711. 1-800-803-9292, 512-463-6699. Website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints) OK 00164441 Concerning costs for goods and services that are part of the pricing quoted herein, in the event of unforeseen direct or indirect price escalation and increases due to general increases, trade tariffs, inflationary factors, increases in precious metals and other commodity items, and the like, all quoted pricing is subject to review and adjustment at the time of order being placed. Voss pricing is based the assumed voltage at each fixture location being as stated in our proposal and all existing electrical installation is compliant with National Electrical Code and local jurisdiction Code requirements. If actual conditions are found to be different and/or non-compliant after proposal is submitted, Voss reserves the right to evaluate our pricing for cost impact(s) and associated price revision. Because rebate rules vary between utility companies, Voss Lighting cannot fully guarantee that every energy-saving measure included in this proposal will qualify for a rebate. This will be confirmed upon the commencing of project and/or post project utility audit. The estimated rebate amount stated in review of project by Voss and/or information/counts shared with Voss by this proposal are a good-faith estimate based on Customer. Voss shall notify the Customer in writing of such differentials and will submit necessary documentation, showing the difference between the estimated and actual rebate amounts, required for contract adjustment. Voss has not included the cost of performance, payment and maintenance bonds. However, we will furnish these bonds, if desired, for an additional cost.

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC:**                   **Approval of Bentley Track Repair Project**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation to award the Bentley Track repair project to Nagle Paving, located in Novi, Michigan in the total amount of \$116,500, which includes 6% contingency.

**RATIONALE:**

This recommendation is to repair areas on the Bentley track with large cracks and then seal the entire track. These repairs will make the use of the Bentley track safer for all who use it.

**BUDGETARY INFORMATION:**

Sinking Fund

**RESOURCE PERSONNEL:**

Phillip Francis, Assistant Superintendent of District Services

**EXHIBITS:**

Attached

**Bentley Track Repair  
 Central Office Complex (Charger Room)  
 March 1, 2024 - BID OPENING  
 12:00 P.M.**

|  |                             |  |                      |                     |                     |
|--|-----------------------------|--|----------------------|---------------------|---------------------|
| <b>VENDORS BIDDING DESCRIPTION:</b>  | <b>Nagle Paving Company</b> |  |                      |                     |                     |
|  |                             |  |                      |                     |                     |
| <b>TOTAL:</b>  | <b>\$109, 890</b>           |  |                      |                     |                     |
| <b>DEDUCT:</b>   |                             |  |                      |                     |                     |
| BID BOND:  | X                           |  |                      |                     |                     |
| EQUAL OPPORTUNITY:   | X                           |  |                      |                     |                     |
| SWORN AND NOTARIZED FAMILIAL<br>DISCLOSURE STATEMENT:                                      | X                           |  |                      |                     |                     |
| IRAN SANCTIONS STATEMENT:  | X                           |  |                      |                     |                     |
| ADDENDUM I:  | X                           |  |                      |                     |                     |
| ADDENDUM II:   |                             |  |                      |                     |                     |
| FIRM REPRESENTATIVE PARTICIPATED IN<br>MANDATORY PRE BID SITE INSPECTION<br><b>DEDUCT:</b> |                             |  |                      |                     | 53                  |
| PRICE FIRM FOR 90 DAYS:  |                             |  |                      |                     |                     |
| TERMS OF PAYMENT:  |                             |  |                      |                     |                     |
| ADDITIONAL SHEETS:   |                             |  |                      |                     |                     |
| <b>COMMENTS:</b>   |                             |  |                      |                     |                     |
|  |                             |  |                      |                     |                     |
|  |                             |  |                      |                     |                     |
| <b>GRAND TOTAL:</b>  | <b>\$109,890.00</b>         |  |                      |                     |                     |
|  |                             |  |                      |                     |                     |
| <b>RECORDED BY: Harry Lau</b>  | <b>DATE: 3.1.24</b>         |  | <b>WITNESSED BY:</b> | <b>Carl Roberts</b> | <b>DATE: 3.1.24</b> |

**Bentley Track Repair  
 Central Office Complex (Charger Room)  
 March 1, 2024 - BID OPENING  
 12:00 P.M.**

|  |                     |                  |                                   |                     |
|--|---------------------|------------------|-----------------------------------|---------------------|
| <b>VENDORS BIDDING DESCRIPTION:</b>  |                     | <i>Nagle</i>     |                                   |                     |
|  |                     |                  |                                   |                     |
| <b>TOTAL:</b>  |                     | <i>\$109,890</i> |                                   |                     |
| <b>DEDUCT:</b>   |                     |                  |                                   |                     |
| BID BOND:  |                     | ✓                |                                   |                     |
| EQUAL OPPORTUNITY:   |                     | ✓                |                                   |                     |
| SWORN AND NOTARIZED FAMILIAL<br>DISCLOSURE STATEMENT:                                      |                     | ✓                |                                   |                     |
| IRAN SANCTIONS STATEMENT:  |                     | ✓                |                                   |                     |
| ADDENDUM I:  |                     | ✓                |                                   |                     |
| ADDENDUM II:   |                     |                  |                                   |                     |
| FIRM REPRESENTATIVE PARTICIPATED IN<br>MANDATORY PRE BID SITE INSPECTION<br><b>DEDUCT:</b> |                     |                  |                                   | 54                  |
| PRICE FIRM FOR 90 DAYS:  |                     |                  |                                   |                     |
| TERMS OF PAYMENT:  |                     |                  |                                   |                     |
| ADDITIONAL SHEETS:   |                     |                  |                                   |                     |
| <b>COMMENTS:</b>   |                     |                  |                                   |                     |
|  |                     |                  |                                   |                     |
|  |                     |                  |                                   |                     |
| <b>GRAND TOTAL:</b>  |                     |                  |                                   |                     |
|  |                     |                  |                                   |                     |
| <b>RECORDED BY: Harry Lau</b>  | <b>DATE: 3.1.24</b> |                  | <b>WITNESSED BY: Carl Roberts</b> | <b>DATE: 3.1.24</b> |

*Harry C Lau*

*Carl Roberts*





**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC:**                                   **Approval of Purchase of Generator**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation to purchase a trailer-mounted generator from Michigan CAT, located in Novi, Michigan, in the total amount of \$100,201.

**RATIONALE:**

The purchase of this 100 kW generator will replace the current trailer-mounted generator, which is approximately 25 years old. This generator will be used district-wide, which is why we are proposing to purchase it on a trailer.

**BUDGETARY INFORMATION:**

General Fund

**RESOURCE PERSONNEL:**

Phillip Francis, Assistant Superintendent of District Services

**EXHIBITS:**

Attached



Power Systems Division  
 25000 Novi Road  
 Novi, Michigan 48375

Quote: 23EDP-CITY OF LIVONIA-XQ125-Sourcewell-01  
 March 8, 2024  
 Page 1 of 2

PROJECT: CITY OF LIVONIA XQ125  
**Sourcewell Contract #092222-CAT**

Michigan CAT Power Systems Division is pleased to submit the following quotation for your consideration. Items not specifically mentioned in this proposal are the responsibility of others.

**Caterpillar XQ125 Portable Generator Set, with Trailer.**  
**See Spec Sheet LEXE0035-08 for detailed information.**  
**Price includes Pre-Delivery testing at our shop, & Delivery to site.**

**Total Quote**                      **\$ 100,201**

| <b>Cat Generator</b>           | <b>XQ125BM</b>    |
|--------------------------------|-------------------|
| Generator List Price           | \$ 114,854        |
| SW Member Discount %           | 21%               |
| SW Member Discount \$          | \$ 24,119         |
| <b>Sub-Total</b>               | <b>\$ 90,735</b>  |
| Net Priced items*              | \$ -              |
| <b>Sub-Total</b>               | <b>\$ 90,735</b>  |
| <b>Services / Source Goods</b> | <b>List Price</b> |
| delivery                       | \$ 5,053          |
| start-up/comm                  | \$ 4,912          |
| <b>Sub Total</b>               | <b>\$ 11,228</b>  |
| SW Member Discount             | 5%                |
| SW Member Discount             | \$ 498            |
| <b>Services Total</b>          | <b>\$ 9,467</b>   |

**NOTATIONS:**

1. Startup performed in our shop, by Michigan CAT Field Service Technician during normal Michigan CAT business hours.
2. Unless otherwise noted, price includes the standard warranty as offered by Caterpillar Inc. or the component manufacturer. No other warranty is express or implied.
3. An electronic submittal will be provided for approval.
4. All fuel by others.
5. All material, labor, installation, etc., not specifically stated in the quote is the responsibility of others.
6. Generator is FOB factory, freight to jobsite is allowed. Offloading, rigging, and installation are by others.
7. Lead times are approximate and are from receipt of written notice to proceed.
8. Delays requested in delivery can result in storage but will be invoiced as "stored material". Storage fees may apply.
9. Terms are net 30 days after invoice date. 30% will be invoiced upon approval of submittals, or release to manufacture equipment. 60% will be invoiced upon delivery of equipment. These payments (90%) must be made to Michigan CAT prior to start-up. The final 10% is due 10 days after engine startup by Michigan CAT service department but not to exceed 90 days from date of delivery.

Thank you for the opportunity to quote on this project. If you have any questions, please feel free to contact me.

Regards,

Edward D. Pellegrini  
Michigan Cat Power Systems  
Electric Power Generation, Account Manager  
313.350.8911

By signing here, I agree to purchase the above Caterpillar equipment per the terms and conditions attached to this Bill of Material.

\_\_\_\_\_  
Printed Customer Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MICHIGAN CAT POWER SYSTEMS**  
***A division of MacAllister Machinery Co. Inc. ("MacAllister")***  
**TERMS AND CONDITIONS OF SALE**

1. Both parties acknowledge and agree that recent unprecedented market circumstances, such as those in supply chains and transportation logistics, have resulted in high levels of unpredictability in the price of materials and product lead-times. Pricing for Equipment and services outlined in this quotation is current and approved for 15 days from the date listed on the quotation. After that 15-day period, even if the quoted price has been accepted by Buyer, MacAllister may, in its sole discretion, adjust the quoted price on written notice to Buyer. Such adjusted price will apply to all accepted, pending, unfilled, and future purchase orders. Within 15 days of receipt of such notice, Buyer may terminate the purchase order if it does not agree with the price increase, provided however that Buyer must pay any termination fees and actual costs incurred by MacAllister, if any, related to such termination.
2. Prices are subject to any applicable taxes.
3. Buyer acknowledges and agrees that MacAllister did not design or manufacture the Equipment and is not the agent of those that did. Standard manufacturer warranties apply. MACALLISTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR SERVICES OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. MACALLISTER MAKES NO WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. THERE IS NO WARRANTY THAT THE EQUIPMENT OR SERVICES ARE SUITED FOR LESSEE'S INTENDED USE, OR THAT THE EQUIPMENT OR SERVICES ARE FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, MACALLISTER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS TRANSACTION.
4. MACALLISTER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE OPERATION, POSSESSION, OR USE OF THE EQUIPMENT, THE FAILURE OF SAID EQUIPMENT, OR FROM ANY DELAYS OCCASIONED THEREBY, AND BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD MACALLISTER HARMLESS FROM CLAIMS REGARDING SAME. MACALLISTER SPECIFICALLY DISCLAIMS ANY OBLIGATION BY IT TO ENSURE THAT THE EQUIPMENT COMPLIES WITH ANY PLANS, PERMITTING REQUIREMENTS, ORDINANCES, OR SPECIFICATIONS PROMULGATED BY OTHERS. IT IS THE OWNER'S SOLE RESPONSIBILITY TO ENSURE THAT THE EQUIPMENT WILL MEET LOCAL, STATE, AND FEDERAL ORDINANCES, REGULATIONS, AND EMISSION REQUIREMENTS.
5. All materials, labor, and installation required to complete the installation, but not specifically included with this quotation, is the responsibility of others.
6. MacAllister is an equipment supplier and not a subcontractor. Therefore, no retainage is to be withheld.
7. Unless otherwise stated on the quotation, terms of payment will be established upon receipt of an acceptable purchase order and receipt of a valid credit application. Equipment will be invoiced when it is available for Buyer pick up or delivery to jobsite. Delays by Buyer request of shipment or pick up will be subject to carrying charges of 2% per month on the unpaid balance commencing 15 days after notice of availability. Total purchase order amount will be invoiced no later than 12 months after date of purchase order. This quotation does not include unloading or installation of Equipment unless specifically indicated. All quoted onsite labor is based upon regular work hours. Additional charges apply to overtime labor. Delays during startup caused by others will be subject to additional charges.
8. Cancellation of Equipment after receipt of a written or verbal purchase order is subject to any cancellation charges incurred by MacAllister from suppliers of the Equipment. Any Equipment that cannot be cancelled will be assessed additional charges determined by MacAllister at the time of cancellation.
9. Typographic, stenographic, and mathematical errors are subject to correction.
10. MacAllister or its designated agent reserves the right to perform any necessary adjustments or modifications to the Equipment, including those that are made at the jobsite. If work rules preclude making these adjustments or modifications with MacAllister's designated personnel or agent, Buyer will make these adjustments or modifications at the Buyer's expense. MacAllister will not accept or honor any back charges or responsibility for such work performed.
11. MacAllister will not be liable or responsible to Buyer, nor will it be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of the agreement, when such failure or delay is related to acts beyond its control, including, without limitation, the following: (a) acts of god; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) pandemics, epidemics, or other viral outbreaks; (e) government order or law; (f) actions, embargoes or blockades in effect on or after the date of this agreement; (g) action by any governmental authority; (h) national, regional, state, or local emergency; (i) strikes, labor stoppages or slowdowns, or other industrial or supplier disturbances; and (j) other events beyond the control of MacAllister.
12. Title to the Equipment will remain with MacAllister until full payment is received from Buyer. Risk of loss or damage to the Equipment becomes the responsibility of Buyer upon Buyer's receipt of such products f.o.b. point of shipment.
13. These terms and conditions are the only terms between Buyer and MacAllister with respect to the Equipment. There are no oral or other representations or agreements not included herein. Any reference in Buyer's purchase order, quote, or other document to other terms or conditions to control this transaction is void and rejected regardless of whether MacAllister executes such purchase order. Any use of or reference to Buyer's purchase order number on is for Buyer's convenience only.
14. MacAllister provides pricing on components that operate as a total system. These components could include generator set(s), enclosure, cooling system, exhaust, transfer switches, and paralleling switchgear. If any components of the system are purchased from others, then system operational performance and testing is the responsibility of others. MacAllister will not provide technicians or Equipment to perform any system testing unless MacAllister provides the total system.



Standby 110 kW, 137 kVA  
 Prime 100 kW, 125 kVA  
 U.S. EPA Tier 4 Final  
 60 Hz  
 1800 RPM

Image shown may not reflect actual configuration

### Specifications

| Generator | Frequency | Voltage   | Standby kW (kVA) | Prime kW (kVA) | Phase   | Amp (A) |
|-----------|-----------|-----------|------------------|----------------|---------|---------|
| Standard  | 60 Hz     | 480/277V  | 110 (137)        | 100 (125)      | 3-phase | 150.35  |
|           | 60 Hz     | 208/120V  | 110 (137)        | 100 (125)      | 3-phase | 346.97  |
|           | 60 Hz     | 240/120V  | 65 (65)          | 65 (65)        | 1-phase | 270.83  |
| Optional  | 60 Hz     | 600V/349V | 110 (137)        | 100 (125)      | 3-phase | 120.28  |
|           | 60 Hz     | 480V/277V | 110 (137)        | 100 (125)      | 3-phase | 150.35  |
|           | 60 Hz     | 208/120V  | 110 (137)        | 100 (125)      | 3-phase | 346.97  |
|           | 60 Hz     | 240/120V  | 64 (64)          | 64 (64)        | 1-phase | 266.67  |

| Cat® C4.4 Diesel Engine | Metric                              | Imperial (English)    |
|-------------------------|-------------------------------------|-----------------------|
| Configuration           | I-4, 4-Stroke - Water Cooled Diesel |                       |
| Bore                    | 105 mm                              | 4.13 in               |
| Stroke                  | 127 mm                              | 5 in                  |
| Displacement            | 4.4 L                               | 268.5 in <sup>3</sup> |
| Aspiration              | Turbocharged-Aftercooled            |                       |
| Compression Ratio       | 16.5:1                              |                       |
| Engine rpm              | 1800                                |                       |
| Governor Type           | ADEM™ A4                            |                       |

## Features & Benefits

### Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings

### Design Criteria

- Meets ISO 8528 transient response and linear vibration
- Canadian Standards Association (CSA) Certified

### Single-source Supplier

- Package is factory designed and production tested
- Manufactured in ISO 9001:2000 certified Caterpillar facility

### Cat C4.4 Diesel Engine

- Four-stroke diesel engine with ACERT technology combined with electronic engine controller offers consistent performance and excellent fuel economy
- Series turbocharged with smart wastegate
- Low ownership costs enabled by a 3,000 hrs service interval for multi-vee belts and service free tappets
- Oil and fuel filter change intervals: 500 hrs

### Cat Clean Emissions Module (CEM)

- Engine mounted Aftertreatment module contains of Diesel Oxidation Catalyst (DOC) and Selective Catalytic Reduction (SCR)
- Aftertreatment remains invisible to the equipment operator when in use
- No requirement for ash servicing
- Service free for life of the engine

### Diesel Exhaust Fluid (DEF) System

- DEF tank provides more than 24 hrs run time @ 75% load.
- Electrically heated DEF lines

### Cat Generator

- Matched to the performance and output characteristics of Cat engines
- Integrated voltage selector switch
- UL 1446 Recognized Class H insulation

### Automatic Voltage Regulator (AVR)

- D350 excitation module
- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range

### XQCP Control Panel

- Electronic control panel provides power metering, protective relaying, engine, and generator parameter viewing, and expanded AC metering
- Four lines back-lit LCD text display
- Simple, user-friendly interface and navigation
- Integrates with the Automatic Voltage Regulator (AVR) to provide precise control, excellent block loading, and constant voltage

### Sound-attenuated Enclosure

- Provides excellent weather protection and allows for a quiet package operation with less than 66 dBA sound levels at full load, while offering excellent service access with multiple doors and access panels
- Galvanized sheet steel body panels for improved corrosion resistance
- Coolant and oil drains along with auxiliary fuel connections are all conveniently located at one location on the exterior of the enclosure for easy access
- Single point lifting

### Fuel System

- Provides 24-hour runtime @ 75% prime
- Meets UL 142, ULC 601
- OPTIONAL: Meets Transport Canada (UN31A) requirements with factory-installed, optional vent kit

### Reduced Environmental Impact

- 110% spill containment of onboard engine fluids

### Cooling System

- Provides 50°C ambient capability @ full rating
- Coolant low-level shutdown switch
- Coolant recovery system for easy top off

### Charging System

- Charging alternator; 12V-100A, heavy duty with integral regulator and belt guards
- 10-Watt Solar maintainer for batteries

### Asset Monitoring and Management

- Product Link™ Generation (PLG) hardware provides two-way communication for remote control and equipment monitoring via cellular network
- Customer-defined, equipment-based, real-time status updates and alerts
- Flexible and customer-configurable user interface
- GPS provides asset location and geo-fencing

## Factory-installed Standard Equipment

### Engine

- Cat C4.4 heavy-duty diesel engine meets Tier 4 Final emission standards

### Engine Air Inlet

- Heavy-duty air cleaner with dust cup and service indicator
- Turbocharger and air-to-air after cooler

### Cat CEM

- Engine mounted CEM
- Robust operation in cold weather and low loads
- Includes DOC and SCR

### DEF System

- 8-gal (30 L) plastic DEF tank provides capacity to meet or exceed fuel tank runtime at any given load.
- DEF tank is equipped with integrated level sensor and heating element to aid in cold weather operation.
- Electrically heated DEF lines
- DEF level gauge located on the control panel
- Equipped with low and critically-low level alarms and a critically-low shutdown

### Fuel System

- 150-gal (568 L) double-wall fuel tank
- Fuel fill located in an isolated enclosed space away from the engine compartment with a lockable door
- Designed to meet UL 142, ULC 601
- Provides 24-hour runtime @ 75% prime
- Engine mounted electric priming pump
- Auxiliary connections for customer-supplied fuel transfer system with 3-way fuel transfer valve
- Engine mounted primary fuel filter with integral water separator
- Engine-mounted secondary fuel filter

### Cooling System

- Provides 50°C ambient capability @ full rating
- Vertically mounted radiator with engine mounted cooling fan
- 50/50 Extended Life Coolant
- Coolant low-level shutdown switch
- Coolant recovery system
- Coolant drain line with valve

### Mounting System

- Engine, generator and radiator soft mounted to the heavy duty, fabricated steel base frame

### Sound-attenuated Enclosure

- Provides excellent weather protection
- Offers a quiet package with 66 dBA sound levels
- Rugged, corrosion-resistant construction:
  - Galvanealed, sheet steel body panels with zinc phosphate pre-treatment prior to polyester powder coating
- Excellent access for service and maintenance:
  - Two doors on each side of the enclosure provides clear access to routine service and maintenance needs.
  - Two rear doors provide access to power distribution and control panel access
  - Separate door for DEF and Diesel fill access
  - Access panel on the front provides access to clean radiator cores and to service DEF tank.
  - Lube oil drain, coolant drain, external fuel supply and return lines are all piped to exterior of the enclosure and located on one panel for easy access.
- Security and safety features:
  - Pad lockable latches on all access doors
  - Exterior emergency stop (E-stop) button

### Lube System

- Open crankcase breather with filter
- Oil drain line with internal valve routed to connection point accessible from exterior
- 500-hour engine oil change interval

### Starting System

- Single electric starting motor, 12VDC
- Single 12V (850 CCA) maintenance-free battery with disconnect switch, battery rack, and cables
- 120V single-phase block heater

### Quality

- Factory testing of standard generator set and complete power module
- UL, NEMA, ISO, and IEEE standards
- O&M manuals
- CSA Certified
- Full manufacturer's warranty

### Shore Power

- One 110V shore power connection for powering engine block heater and generator space heater (optional), battery charger (optional), and single duplex service receptacle
- Includes controls to de-energize block and generator space heaters when the engine is running

## Factory-installed Optional Equipment

### Vent Kit

- Provides necessary vents and films to upgrade the standard UL142 certified tank to meet Transport Canada (UN31A) certification

### Trailer Electric

- Two-axle trailer with Electric brakes

### Trailer Hydraulic

- Two-axle trailer with Hydraulic brakes

### Battery Charger

- 10A, 12 VDC output
- UL & CSA listed

### Hitches

- 3" Pintle OR 2-5/16" Ball

### Generator Space Heater

- 110 VAC Anti-condensation heater

### Permanent Magnet Generator (PMG)

- Adds independent source of excitation to generator

### NEMA Receptacles

- 208 Volt locking NEMA receptacles, quantity 2

### 600V Generator

- Includes 600V generator and 4-position rotary switch for easy selection of desired output
- Available voltages include:
  - 3-phase (600/347 Volt, 480/277 Volt, 208/120 Volt)
  - 1-phase (240/120 Volt)



**Technical Data**

| Cat Generator  |                                      |
|--|--------------------------------------|
| Frame size   | LC3114F                              |
| Pitch  | 2/3                                  |
| No. of poles   | 4                                    |
| No. of leads   | 12                                   |
| Excitation   | Self Excited                         |
| Number of bearings   | Single bearing, close coupled        |
| Insulation   | Class H                              |
| Enclosure  | Drip proof IP23                      |
| Alignment  | Pilot shaft                          |
| Overspeed capability – % of rated  | 125% of rated                        |
| Voltage regulator  | 3-phase sensing with volts-per-hertz |
| Voltage regulation (adjustable to compensate for engine speed droop and line loss) | Less than ± 1/2% voltage gain        |
| Wave form deviation  | 3%                                   |
| Telephone Influence Factor (TIF)   | Less than 50                         |
| Harmonic Distortion (THD)  | Less than 5%                         |

| Cat Generator Set                    |                 |                  |                  |
|--------------------------------------|-----------------|------------------|------------------|
|                                      | Units           | 60 Hz — Standby  | 60 Hz — Prime    |
| <b>Power Rating</b>                  | <b>kW (kVA)</b> | <b>110 (137)</b> | <b>100 (125)</b> |
| <b>Performance Specification</b>     |                 |                  |                  |
| <b>Lubricating System</b>            |                 |                  |                  |
| Oil pan capacity                     | L (gal)         | 9.4 (2.5)        | 9.4 (2.5)        |
| <b>Fuel System</b>                   |                 |                  |                  |
| Fuel consumption — 100% Load         | L/hr (gal/hr)   | 31.3 (8.27)      | 28.4 (7.49)      |
| 75% Load                             | L/hr (gal/hr)   | -                | 20.9 (5.51)      |
| 50% Load                             | L/hr (gal/hr)   | -                | 14.4 (3.80)      |
| 25% Load                             | L/hr (gal/hr)   | -                | 7.5 (1.97)       |
| Fuel tank capacity                   | L (gal)         | 568 (150)        | 568 (150)        |
| Run time @ 75% rating                | Hr              |                  | 28               |
| <b>DEF System</b>                    |                 |                  |                  |
| DEF consumption — 100% Load          | L/hr (gal/hr)   | 1.2 (0.31)       | 0.47 (0.12)      |
| 75% Load                             | L/hr (gal/hr)   | -                | 0.72 (0.19)      |
| 50% Load                             | L/hr (gal/hr)   | -                | 0.39 (0.10)      |
| 25% Load                             | L/hr (gal/hr)   | -                | 0.45 (0.12)      |
| DEF tank capacity                    | L (gal)         | 30 (7.92)        | 30 (7.92)        |
| Run time @ 75% rating                | Hr              |                  | 24               |
| <b>Cooling System</b>                |                 |                  |                  |
| Ambient capability                   | °C (°F)         | 55 (131)         | 55 (131)         |
| Engine & radiator coolant capacity   | L (gal)         | 18.3 (4.8)       | 18.3 (4.8)       |
| <b>Noise Rating (with enclosure)</b> |                 |                  |                  |
| @ 7 meters (23 feet) @ 75% rating    | dB(A)           | 66               | 65               |
|                                      |                 | 65               |                  |

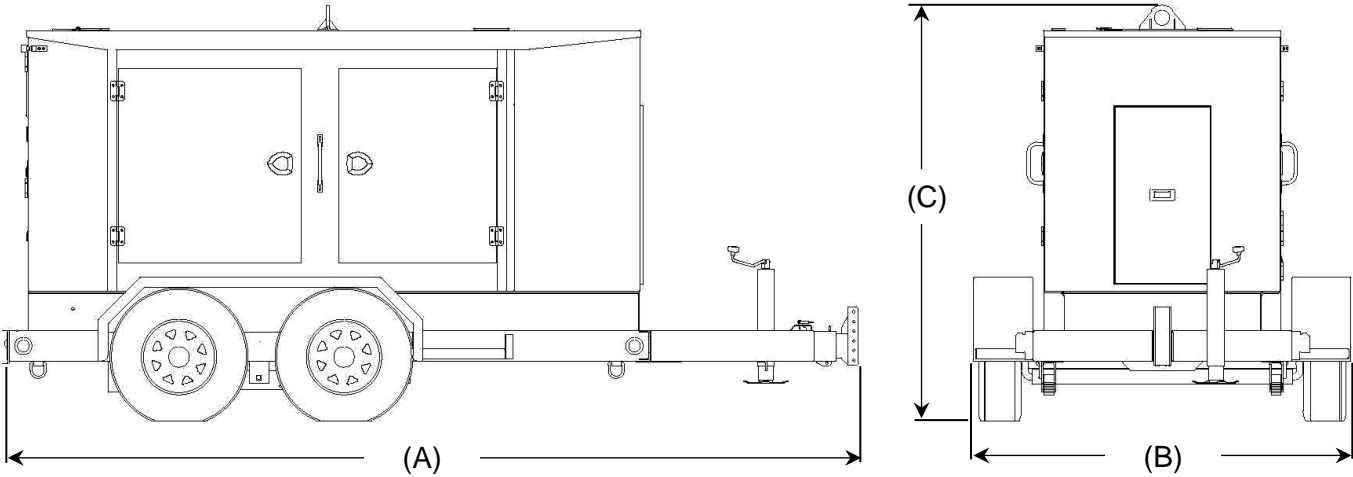


Technical Data (continued)

| Dimensions and Weights                   |                       |                      |                       |                                     |                             |
|--|-----------------------|----------------------|-----------------------|-------------------------------------|-----------------------------|
| Model                                    | Length mm (in)<br>(A) | Width mm (in)<br>(B) | Height mm (in)<br>(C) | With Lube Oil & Coolant<br>Kg (lb.) | With all fluids<br>Kg (lb.) |
| XQ125                                    | 3,261 (128.4)         | 1,243 (48.9)         | 1,856 (73)            | 2,372 (5,230)                       | 2,876 (6,341)               |
| XQ125 with trailer<br>(electric brakes)  | 4,475 (176)           | 1,981 (78)           | 2,174 (85.5)          | 2,812 (6,200)                       | 3,316 (7,311)               |
| XQ125 with trailer<br>(hydraulic brakes) | 4,495 (177)           | 1,981 (78)           | 2,174 (85.5)          | 2,821 (6,220)                       | 3,325 (7,331)               |

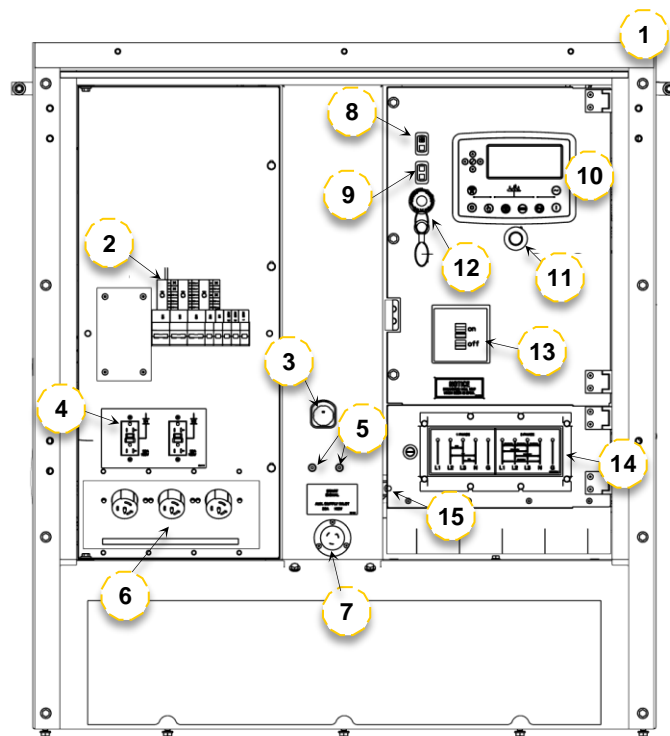
General Layout Dimensions

Dimensions in millimeters (inches).  
Shown with optional trailer.



## Control Panel and Power Distribution Layout

| Item | Description  |
|------|--|
| 1    | Steel enclosure with hinged, lockable doors (not shown)  |
| 2    | Circuit breakers for receptacles   |
| 3    | Emergency stop   |
| 4    | 2X Single-phase GFCI duplex receptacles (20A @ 120V)   |
| 5    | Two-wire remote start terminals  |
| 6    | 3X Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position |
| 7    | Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater  |
| 8    | HEST and DPF lamp  |
| 9    | Glow plug lamp   |
| 10   | XQCP digital generator set controller  |
| 11   | Potentiometer for voltage adjustment   |
| 12   | Cat ET service tool connector  |
| 13   | Generator main circuit breaker   |
| 14   | Main bus connection (bus bars with 13 mm holes) behind hinged cover with safety switch   |
| 15   | Breaker trip door switch   |



### Ratings Definitions and Conditions

**Meets or Exceeds International Specifications:** AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-33.

**Prime** — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year. Prime power in accordance with ISO3046. Prime ambient shown indicate ambient temperature at 100% load which results in a coolant top tank temperature below the alarm temperature.

**Standby** — Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

**Ratings** are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

**Fuel rates** are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal).

Additional ratings may be available for specific customer requirements, contact your Caterpillar representative for details. For information regarding low sulfur fuel and biodiesel capability, please consult your Cat dealer.

[www.Cat.com/rentalpower](http://www.Cat.com/rentalpower)

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**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC:** Approval of a Teacher

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Superintendent and offer employment for the 2023-24 school year to the teachers listed on the attached document.

**RATIONALE:**

These teachers have been interviewed along with many other applicants for the vacancies which existed in our instructional program. We believe these teachers are the most qualified for the positions and recommend that they be approved for employment.

**BUDGETARY INFORMATION:**

The positions listed are within the 2023-24 budget.

**RESOURCE PERSONNEL:**

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

**EXHIBIT:**

Attached

ljn

**2023-2024 School Year  
New Teachers for Board of Education Approval  
March 18, 2024**

| NAME                      | DEGREE/SCHOOL   | FTE | ASSIGNMENT  | MOST RECENT EXPERIENCE  | TOTAL YEARS OF EXPERIENCE | STEP                                  |
|---------------------------|---|-----|---|---|---------------------------|---------------------------------------|
| <b>Rodrigues, Jessica</b> | Master of Arts in Reading and Literacy (K-12)<br>Central Michigan University<br><br>Bachelor of Science in Elementary Cognitive Impairment<br>Eastern Michigan University | 1.0 | Resource Room Teacher<br>Roosevelt Elementary School<br>March 4, 2024 | SXI Teacher-Middle School Level<br>Walled Lake Consolidated Schools | 11                        | Step 10<br>MA<br>2 years<br>probation |

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC:                    Granting of Tenure Status to Specified Teachers**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Superintendent and acknowledge that tenure status has been granted to the following teachers, effective on the respective date:

| <u>Name</u>     | <u>Date</u>    |
|-----------------|----------------|
| Julie Fischell  | March 18, 2024 |
| Maryrose Goeman | March 14, 2024 |
| Kristen Smith   | March 18, 2024 |
| Carie Vella     | March 21, 2024 |

**RATIONALE :**

These teachers have successfully completed the District's requirements for probationary teachers including years of service, evaluations, and overall performance, as well as student growth. We have carefully reviewed all of the supporting documents and based upon our review, as well as the recommendations of building principals, these individuals have achieved tenure status with the Livonia Public Schools.

**RESOURCE PERSONNEL:**

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

**EXHIBIT:**

None

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**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 requests for a leave of absence as listed below:

| <u>Name</u>     | <u>Date effective</u> |
|-----------------|-----------------------|
| Jessica Cieslik | April 24, 2024        |
| Alaina Kennedy  | 2024-2025 school year |
| Erin Winslow    | 2024-2025 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  
March 18, 2024**

**TOPIC:** Resignations

**RECOMMENDATION:**

As authorized in the Board of Education motion of June 19, 2023, the following resignations have been accepted by the Superintendent:

| <u>Name</u>   | <u>Date Effective</u> |
|---------------|-----------------------|
| Rie Hong      | April 5, 2024         |
| Laura Stevens | June 7, 2024          |

**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  
March 18, 2024**

**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:

**Mary Pat Benoit  
David Chiola  
Paula Kohler  
Eric Kreutzfeld  
George (Byron) Turner  
Elizabeth (Ranae) Woods**

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

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

**EXHIBIT:**

Attached resolution

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**RESOLUTION**

**Mary Pat Benoit**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Mary Pat Benoit will retire from the district on June 7, 2024; and,

**WHEREAS**, Mary Pat Benoit has devoted 36 years of dedicated, loyal, and outstanding service in the Community Relations Department as videographer and community relations specialist and at the Livonia Career Technical Center as a career intern coordinator; and,

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

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

**David Chiola**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that David Chiola will retire from the district on June 7, 2024; and,

**WHEREAS**, David Chiola has devoted 24 years of dedicated, loyal, and outstanding service to the students of Franklin High School as a teacher; and,

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

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

**Paula Kohler**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Paula Kohler will retire from the district on June 30, 2024; and,

**WHEREAS**, Paula Kohler has devoted 21 years of dedicated, loyal, and outstanding service to the students of Garfield Elementary and Rosedale Elementary as a teacher and principal; and,

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

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

**Eric Kreutzfeld**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Eric Kreutzfeld will retire from the district on May 17, 2024; and,

**WHEREAS**, Eric Kreutzfeld has devoted 14 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian and assistant building supervisor at Coolidge Elementary, Cooper Upper Elementary, Holmes Middle School, Cleveland Elementary and Stevenson High School; and,

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

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

**George (Byron) Turner**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that George (Byron) Turner will retire from the district on June 7, 2024; and,

**WHEREAS**, George (Byron) Turner has devoted 24 years of dedicated, loyal, and outstanding service to the students of Riley Middle School, Cass Elementary, Hoover Elementary, Buchanan Elementary, Holmes Middle School, Frost Middle School and Stevenson High School as a teacher; and,

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

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

**Elizabeth (Ranae) Woods**

**WHEREAS**, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Elizabeth (Ranae) Woods has retired from the district on February 15, 2024; and,

**WHEREAS**, Elizabeth (Ranae) Woods has devoted 33 years of dedicated, loyal, and outstanding service to the students of Johnson Elementary, Cleveland Elementary, Nankin Mills Elementary, Riley Middle School, Washington Elementary, Churchill High School and Holmes Middle School as a teacher; and,

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

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

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC:** First Reading of Board Policies

**RECOMMENDATION:**

The Policy Committee has reviewed changes for the following policies:

**Business Management:**

- **Board Policy EBD – Energy Management Conservation**
- **Board Policy EE – Food Services Management and Free and Reduced Price Meals**

**RATIONALE:**

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

**BUDGETARY INFORMATION:**

None

**RESOURCE PERSONNEL:**

Phil Francis, Assistant Superintendent of District Services

**EXHIBITS:**

Attached

Off/Supt/tg

# BOARD POLICY

EBD

## BUSINESS MANAGEMENT ENERGY MANGEMENT CONSERVATION

JUNE 16, 2008

Reviewed 2/2014

The Board of Education supports a culture of energy conservation. It is our responsibility to ensure that every effort is made to conserve energy and natural resources with realistic goals while maintaining a comfortable educational environment and exercising sound financial management.

~~The implementation of this policy is the joint responsibility of the Board members, administrators, teachers, students, support personnel, and other stakeholders. Its success is based on cooperation at all levels.~~

~~The Superintendent shall establish and implement procedures to ensure the conservation of energy and natural resources at all levels of the school system. These procedures will include short and long range strategies for energy savings management, preventive maintenance, and monitoring for its facilities and systems, including HVAC, building envelope, and moisture management. The Superintendent shall designate an energy educator/supervisor to implement, manage, direct, monitor, evaluate, and report district conservation and efficiency efforts.~~

~~The district will maintain accurate records of energy consumption and cost of energy and will provide information to the Board of Education on the goals and progress of the energy conservation program.~~

~~The principal/building administrator will support energy management at his/her building with energy audits being conducted by the district and conservation program outlines being updated.~~

All district personnel are expected to contribute to energy efficiency in our district. Every person is expected to be an energy saver as well as an energy consumer.

It is the responsibility of the school district to educate users on energy consumption and conservation.

# BOARD POLICY

EE

## BUSINESS MANAGEMENT FOOD SERVICES MANAGEMENT AND FREE AND REDUCED PRICE MEALS

**MAY 19, 2014**

The district shall operate a school food service program in its schools as required by law. The supervisor of food services shall cooperate with each school principal in matters essential to the proper functioning of the food service program.

The Board of Education recognizes its responsibility to provide free and reduced price meals to eligible students.

All students are eligible for free meals as long as:

1. The district participates in the U.S. Department of Agriculture (USDA) National School Lunch Program and National School Breakfast Program; and
2. The district chooses to participate in the "Michigan School Meal Program."

**LIVONIA PUBLIC SCHOOLS  
BOARD OF EDUCATION MEETING  
March 18, 2024**

**TOPIC: Board Members to Attend MASB Spring Institute**

**RECOMMENDATION:**

Move that the Board of Education of the Livonia Public Schools School District approve that Board Trustees Madeline Acosta and Colleen Burton, take classes April 19-20, 2024, during MASB's Spring Institute in Lansing, Michigan, for a total cost of approximately \$396.00.

**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/tg