

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION**

**Regular Meeting
May 20, 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. Recongition of National Merit Scholars | 3 |
| B. Recognition of DECA International Champion | |
| C. District Update from the Superintendent | |
| D. Written Communications | |
| E. Response to Prior Audience Communications | |
| F. Audience Communications (limited to 15 minutes, with remainder taking place prior to HEARING FROM BOARD MEMBERS) | |
| IV. CONSENT AGENDA--Items marked with an "*" will be considered in one motion. These routine items have been individually reviewed by Board committees and were unanimously recommended for placing on this consent agenda. Any member of the Board may remove items from the consent agenda prior to voting. | 4 |
| V. DISPOSITION OF MINUTES | |
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| VI. PERSONNEL MATTERS | |
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| B. Appointment of Student Services Coordinator | 29 |
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| D. Resignations | 35 |
| E. Retirements | 36 |
| VII. BUSINESS MATTERS | |
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| B. Approval of Central Office Paving Contractor Award | 75 |
| C. Approval of Purchase of Livonia ECC Wireless Access Points | 85 |
| D. Approval of Purchase of Classroom Technology | 91 |
| E. *Approval of 2024-2025 Leases | 93 |
| F. *Approval of Purchase of Copy Paper | 115 |
| G. *Approval of LPS Merchandise Purchase | 116 |
| H. *Approval of Wayne RESA Budget for 2024-2025 | 118 |
| I. *Approval of Appointment of Auditor | 139 |
| J. *Approval of Food Service¹ Purchase | 151 |

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N. Second Reading Board Policy - Personnel GBRA - Medical Examination of Employees	209
O. Hearing from Board Members	
X. ADJOURNMENT	

Memo from Communications

To: Andrea Oquist

From: Stacy Jenkins

Date: May 16, 2024

Re: Communications items for May 20, 2024 Board of Education meeting

The following students will be recognized during the regular meeting of the Board of Education on May 20, 2024 for their success in the National Merit Scholarship program and the DECA International Championship.

National Merit Scholars

Sophia Amann, Churchill High School

Milan Charlakolu, Churchill High School

Malhar Khisty, Churchill High School

Michael Nowell, Stevenson High School

Aryan Patel, Churchill High School

Jaden Reji, Churchill High School

Benjamin Schuessler, Churchill High School

DECA International Champion

Mahi Garg, Churchill High School

Stacy Jenkins

Administrator of District Communications

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 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 Regular Meeting of April 22, 2024
- VII.E. *Approval of 2024-2025 Leases
- VII.F. *Approval of Purchase of Copy Paper
- VII.G. *Approval of LPS Merchandise Purchase
- VII.H. *Approval of Wayne RESA budget for 2024-2025
- VII.I. *Approval of Appointment of Auditor
- VII.J. *Approval of Food Service Purchase

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

**Livonia Public Schools
Board of Education
Minutes of the Regular Meeting
April 22, 2024**

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

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

Members Absent Frank

Community Projects and Livonia ECC Updates Mrs. Jenkins provided an update of 2021 BOND work happening around the District including renovations of pool rooms and weight rooms at all three high schools, the addition of a Robotics Center at LCTC and LMC updates throughout the District. Ms. Jenkins provided a sneak peek of the Livonia ECC, highlighting its construction updates, enrollment updates and proposed opening which will include a community open house.

Recognition of MHSAA Churchill Scholar Athlete It was moved by Mrs. Burton and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District adopt the resolution in recognition of Churchill High School senior, Jared Reji for being named one of the 13 Scholar Athletes in the state, by the Michigan High School Athletic Association.

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

Recognition of State Champion Varsity Pompon It was moved by Mrs. Jarvis and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District adopt the resolution in recognition if Franklin High School’s Varsity Pompon Team for capturing the Mid America pompon State Championship for Class A Division 1.

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

Recognition of State Champion Junior Varsity Pompon It was moved by Mrs. Acosta and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District adopt the resolution in recognition of Franklin High School’s Junior Varsity Pompon Team for capturing the Mid America Pompon State Championship for Class A Division 1.

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

District Update from the Superintendent	Superintendent Oquist presented highlights of recent activities taking place across the District, as well as upcoming events.
Written Communications	None
Response to Prior Audience Communications	None
Audience Communications	None.
Consent Agenda	<p>It was moved by Mr. Johnson and 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:</p> <p>V.A. *Minutes of the Regular Meeting of March 18, 2024 VII.A. *Approval of 2024-2025 LCTC Cooperative Agreement VII.B. *Approval of 2024-2025 LTP Cooperative Agreement</p> <p>Ayes: Acosta, Bonifield, Bradford, Burton, Jarvis, Johnson Nays: None</p>
Approval of LCTC Technology Purchase	<p>It was moved by Mrs. Bonifield and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District approve the purchase of new Chromebooks, Chromebook Carts, and Google Chrome EDU Licenses for LCTC and specific programs through 61a (added cost) funds.</p> <p>Ayes: Acosta, Bonifield, Bradford, Burton, Jarvis, Johnson Nays: None</p>
Approval of Churchill Pool Bleachers – 2021 BOND	<p>It was moved by Mrs. Burton and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District approve the recommendation to purchase a set of bleachers for Churchill High School from Southern Bleacher Company, Inc., located in Graham, Texas for a total amount of \$74,845.00.</p> <p>Ayes: Acosta, Bonifield, Bradford, Burton, Jarvis, Johnson Nays: None</p>

Approval of Teacher

It was moved by Mrs. Bonifield and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Superintendent and offer employment for the 2023-2024 school year to the following teacher:

Name	FTE	Title	Location
Blake Ellison	1.0	Teacher (Math)	Frost

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

Leaves of Absence

It was moved by Mrs. Jarvis 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:

Name	Date Effective
Emma Chapman	2024-2025 school year
Linsey Childress	May 3, 2024
Hannah Landon	2024-2025 school year
Caitlyn Lefebvre	2024-2025 school year
Seth Torkelson-Regan	2024-2025 school year
Jaclyn Walker	2024-2025 school year

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

Resignations

The Board was informed of the following resignations:

Name	Date Effective
Cindi Lonick	March 30, 2024
Anwar Mustafa	June 7, 2024
Emily Newton	June 7, 2024
Sarah Rea	June 15, 2024
Ann Stack-Peer	June 7, 2024
Faith Turnbull	March 15, 2024
Lauren Wooster	April 12, 2024

*Resignations are not voted on and are strictly informational.

Retirements

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

Leona Andres

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Leona Andres will retire from the district on June 6, 2024; and,

WHEREAS, Leona Andres has devoted 25 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Riley Middle School, Cooper Upper Elementary and Johnson Upper Elementary; and,

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

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

Jandranka (Angie) Bajra

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Jandranka (Angie) Bajra will retire from the district on June 30, 2024; and,

WHEREAS, Jandranka (Angie) Bajra has devoted 10 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian at Franklin High School; and,

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

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

Terri Bennett

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

WHEREAS, Terri Bennett has devoted 32 years of dedicated, loyal, and outstanding service to the students of Holmes Middle School and Franklin High School as a teacher; and,

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

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

Jane Bielenda Katsaros

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

WHEREAS, Jane Bielenda Katsaros has devoted 23 years of dedicated, loyal, and outstanding service to the students of Cleveland Elementary, Cass Elementary, Garfield Elementary and Kennedy Elementary as a teacher; and,

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

April 22, 2024

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

Anne Cibor

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

WHEREAS, Anne Cibor has devoted 30 years of dedicated, loyal, and outstanding service to the students of Holmes Middle School, Frost Middle School and Emerson 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 Anne Cibor on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Patricia Cooke

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Patricia Cooke will retire from the district on June 14, 2024; and,

WHEREAS, Patricia Cooke has devoted 24 years of dedicated, loyal, and outstanding service to the students of McKinley Elementary, Coolidge Elementary and Rosedale Elementary as a teacher; and,

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

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

Celia Davis

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Celia Davis will retire from the district on June 28, 2024; and,

WHEREAS, Celia Davis has devoted 13 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a bookkeeper in the Finance 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 Celia Davis for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

Karen Dillon

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

April 22, 2024

WHEREAS, Karen Dillon has devoted 23 years of dedicated, loyal, and outstanding service to the students of Stevenson High School as a teacher; and,

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

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

Christine Fankell

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Christine Fankell will retire from the district on June 21, 2024; and,

WHEREAS, Christine Fankell has devoted 36 years of dedicated, loyal, and outstanding service to the students of Cass Elementary, Webster Elementary, Hoover Elementary and in the Academic Services Department as a teacher and federal programs/elementary MTSS 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 Christine Fankell on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Leo Fink

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

WHEREAS, Leo Fink has devoted 17 years of dedicated, loyal, and outstanding service to the students of Frost Middle School, Holmes Middle School and Emerson Middle School as a counselor; 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 Leo Fink on his years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for his retirement.

Dyann Gran

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

WHEREAS, Dyann Gran has devoted 25 years of dedicated, loyal, and outstanding service to the students of Riley Middle School, Emerson Middle School and Churchill High School as a teacher; and,

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

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

April 22, 2024

Leanne Higgins

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Leanne Higgins will retire from the district on June 28, 2024; and,

WHEREAS, Leanne Higgins has devoted 26 years of dedicated, loyal, and outstanding service to the students of Holmes Middle School, Hoover Elementary, Cass Elementary, Western Wayne Skill Center, Coolidge Elementary, Emerson Middle School, Jackson Early Childhood Center, Hayes Elementary and Stevenson High School as a social worker; 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 Leanne Higgins on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Renee Melcher

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Renee Melcher will retire from the district on June 10, 2024; and,

WHEREAS, Renee Melcher has devoted 24 years of dedicated, loyal, and outstanding service to the students of Frost Middle School as a teacher; and,

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

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

Kirstin Nickel

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Kirstin Nickel will retire from the district on June 15, 2024; and,

WHEREAS, Kirstin Nickel has devoted 33 years of dedicated, loyal, and outstanding service to the students of McKinley Elementary, Perrinville Early Childhood Center, Roosevelt Elementary, Webster Elementary and the Jackson Early Childhood Center 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 Kirstin Nickel on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Karen Oaks

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

WHEREAS, Karen Oaks has devoted 36.5 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary and administrative assistant at the Whitman Center, Bentley Center, Churchill High School, and in the Operations Department at Central Office; and,

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

April 22, 2024

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

Marilee Olsen

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

WHEREAS, Marilee Olsen has devoted 25 years of dedicated, loyal, and outstanding service to the students of Nankin Mills Elementary, Grant Elementary, Coolidge Elementary, Roosevelt Elementary, Hayes Elementary, Garfield Elementary, Holmes Middle School, Emerson Middle School and Franklin High School as a teacher; and,

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

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

Catherine Ruckhaber

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Catherine Ruckhaber will retire from the district on April 30, 2024; and,

WHEREAS, Catherine Ruckhaber has devoted 26.8 years of dedicated, loyal, and outstanding service to the students of Coolidge Elementary, Bryant Center, Hayes Elementary, Grant Elementary, Stevenson High School, Churchill High School, Cooper Upper Elementary, Roosevelt Elementary and Holmes Middle School as a custodian; 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 Catherine Ruckhaber on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Eric Stromberg

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Eric Stromberg will retire from the district on June 24, 2024; and,

WHEREAS, Eric Stromberg has devoted 28.5 years of dedicated, loyal, and outstanding service to the students of Riley Middle School, Holmes Middle School and Stevenson High School as a teacher, principal and assistant principal; 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 Eric Stromberg on his years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for his retirement.

Diane Walker

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Diane Walker will retire from the district on June 6, 2024; and,

April 22, 2024

WHEREAS, Diane Walker has devoted 25 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a general helper, kitchen manager, cook/baker/helper at Grant Elementary, Emerson Middle School, Randolph Elementary, Churchill High School and Franklin High School; and,

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

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

Donna Wensing

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Donna Wensing will retire from the district on May 3, 2024; and,

WHEREAS, Donna Wensing has devoted 36 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a driver in the Food Service Department, Transportation Department and in the Warehouse; 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 Donna Wensing for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

Lynn Whitaker

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

WHEREAS, Lynn Whitaker has devoted 25 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a secretary and benefits specialist in the Substitute Office at Central Office and in the Human Resources Department; and,

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

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

Betty Jo Woodworth

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Betty Jo Woodworth will retire from the district on June 13, 2024; and,

WHEREAS, Betty Jo Woodworth has devoted 19 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional 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 Betty Jo Woodworth for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

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

Nays: None

**Second Reading
– Board Policy,
Business
Management**

It was moved by Mrs. Jarvis and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District approve the recommendation of the Policy Committee to adopt the changes and wording to the following policy.

BOARD POLICY

EBD

**EBD – Energy
Management
Conservation**

**BUSINESS MANAGEMENT
ENERGY MANAGEMENT CONSERVATION**

April 22, 2024

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.

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.

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

Nays: None

**Second Reading
– Board Policy,
Business
Management**

It was moved by Mrs. Jarvis and supported by Mrs. Bonifield that the Board of Education of the Livonia Public Schools School District approve the recommendation of the Policy Committee to adopt the changes and wording to the following policy.

**EE – Food
Services
Management
and Free and
Reduced Price
Meals**

**BOARD POLICY
BUSINESS MANAGEMENT
FOOD SERVICES MANAGEMENT AND
FREE AND REDUCED PRICE MEALS**

EE

April 22, 2024

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."

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

Nays: None

**First Reading –
Board Policy,
Board
Operations**

The Policy Committee has reviewed the following changes:

**BYLAWS OF THE BOARD
BOARD OPERATIONS
CODE OF ETHICA**

BHA

**MAY 1, 2023
MAY 20, 2024**

BHA – Code of Ethics

As members of the Livonia Public Schools Board of Education, we shall promote the best interests of the school district as a whole, and will make decisions that place student learning and the success of all students first by adhering to the following educational and ethical standards:

As a Board member,

- I will make decisions in terms of the educational welfare of children and will seek to develop and maintain schools that meet the individual needs of all children regardless of their sex, race, color, national origin, religion, age, height, weight, marital status, handicap, disability, sexual orientation, sexual identity, or transgender status.
- I will be a personal advocate for the good work of the District.
- I will focus Board action on policy making, strategic planning, and designating and evaluating the Superintendent.
- I will recognize that the role of the Board is to govern and oversee the management of the District. I will delegate authority to the Superintendent for the day-to-day operations of the District and will not seek to participate in the day-to-day operations.
- I will review and evaluate all Board policies, Bylaws of the Board, procedures and processes of the Board, and will work to make desired changes so they will be current, relevant, and in accordance with state and/or federal laws. **When requested, I will review all Administrative Procedures brought forth and give input to the Superintendent; however, the Board does not vote to approve Administrative Procedures.**
- I will follow established Board Operating Procedures.
- I will come to Board meetings prepared to discuss and take action on all agenda items. I will study the material in the Board packet seeking clarification, if needed, prior to each Board meeting.
- I will give the Superintendent and Board President notification of my concerns prior to the Board meetings, so that the concerns can be properly addressed.
- I will understand that I have not only the right, but the duty, to express my views and opinions and ask questions at the Board table; and will make a good faith effort to understand the views of others.
- I will recognize that the Board must make decisions as a whole in public. I will base all decisions on the available facts and my independent judgment, and I will refuse to surrender my independent judgment to individuals or special interest groups.
- I will avoid being placed in a position of conflict of interest, and, if such a conflict is unavoidable, I will disclose such interest and abstain from voting on such matters.
- I will respect the consensus and support the decisions of the Board and their implementation.
- I will recognize that while I am free to express my personal views, the Board President is the spokesperson for the Board and the Superintendent is the spokesperson for the District.
- I will be respectful and listen to all ideas presented to the Board, be it from parents, staff, students, community members, other Board members, or other stakeholders. I will listen and then refer any person to appropriate personnel.
- I will communicate to other Board members and the Superintendent **significant** expression of public reaction **of note** to Board policies and school programs.
- I will exercise caution when communicating between and among Board members, including electronic communication, and will abide by the Open Meetings Act.
- I will hold confidential all matters that, if disclosed, would needlessly injure individuals, schools, or the district. I will keep confidential all information that is privileged under applicable law, including closed session discussions.
- I will stay informed about current educational issues by individual study and through participation in programs providing needed information; for example, those sponsored by my state and national school board associations. I will share what I have learned with my Livonia Public Schools' colleagues, formally or informally, so as to keep our Board apprised of current issues and topics.
- I will take no private or public action that will compromise the Board, the Administration, or the District.
- I will refrain from using my Board position for personal or partisan gain.

- I will support the hiring of those persons best qualified to serve as District staff.
- I will support and protect District personnel in the proper performance of their duties.
- I will, along with my fellow Board members, will review, revise and sign this Code of Ethics annually at the beginning of each calendar year.

As Board President,

- I will ensure that persons addressing the Board follow established guidelines as outlined in Board policy.
- I will advise persons addressing the Board to do so in a respectful manner and not allow rude, disruptive, or indecent behavior, profane or indecent discourse, to be directed to the Board, Superintendent, or others during Board meetings. I will not permit disruptive behavior and will advise attendees as such.
- I will ensure that all Board members are given an opportunity to express their views. I will work toward building consensus among all Board members.
- I will follow parliamentary procedure, to the extent that it does not conflict with Board policy or state law.

**First Reading –
Board Policy,
Business
Management**

The Policy Committee has reviewed the following changes:

**BOARD POLICY
BUSINESS MANAGEMENT
WELLNESS FOR STUDENTS**

EEB

**DECEMBER 19, 2016
May, 2024**

**EEB Wellness for
Students**

The Livonia Public Schools School District is committed to promoting a healthy school environment that enhances the development of lifelong wellness practices to promote healthy eating and physical activities that support student achievement.

District Wellness Committee

The District will convene a representative District Wellness Committee to establish goals for and oversee school health and safety policies and programs; including development, implementation, periodic review, and update of this district-level wellness policy.

Nutrition Education

Every year, all students, Pre-K-12, shall receive nutrition education that is aligned with the *Michigan Health Education Content Standards and Benchmarks*. Nutrition education that teaches the knowledge, skills, and values needed to adopt healthy eating behaviors shall be integrated into the curriculum. Nutrition education information shall be offered throughout the school campus.

Nutrition Standards

The District shall ensure that reimbursable school meals meet the program requirements and nutrition standards found identified in federal regulations. The District shall encourage students to make nutritious food choices.

The District shall monitor food and beverages sold or served to students, including those available outside the federally regulated child nutrition programs.

The Superintendent, or designee, shall annually evaluate Livonia Public Schools vending policies and contracts as necessary and required by law. Vending contracts that do not meet the intent and purpose of this policy shall be modified accordingly or not renewed.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrient standards may be sold through fundraisers on the school campus during the school day. The District will make available to teachers, club leaders, and coaches information on fundraising as well as tracking of the individual fundraisers by the principal.

Physical Education and Physical Activity Opportunities

The District's Physical Education instruction is aligned with the K-12 Michigan Physical Education Content Standards and Benchmarks. The District shall offer Physical Education opportunities that include the components

of a quality physical education program. Physical Education shall equip students with the knowledge, skills, and values necessary for lifelong physical activity.

Every year all students, Pre-K--12, shall have the opportunity to participate regularly in supervised physical activities, either organized or unstructured, intended to maintain physical fitness and to understand the short and long term benefits of a physically active and healthy lifestyle.

Other School-Based Activities Designed to Promote Student-Wellness

The District may implement other appropriate programs that help promote a school environment that conveys consistent wellness messages and is conducive to healthy eating and physical activity.

The District will integrate wellness activities across the school setting. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work toward the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes.

Implementation and Measurement

The District Wellness Committee shall develop and implement an annual progress report or a triennial progress report. These reports will be placed on the District website available for public review. The District Wellness Committee will make recommendations to the Board of Education to update or modify the Wellness Policy based on the results.

ADMINISTRATIVE PROCEDURE

BUSINESS MANAGEMENT

WELLNESS FOR STUDENTS

May 2024

OCTO

District Wellness Preamble

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day.

~~Research shows that good nutrition and physical activity before, during, and after the school day, are strongly correlated with positive student outcomes. Less than adequate consumption of specific foods including fruits, vegetables, and dairy products, is associated with lower grades among students. In addition, students who are active through a physically active means of transportation to and from school, recess, physical activity breaks, high-quality physical education, and extracurricular activities do better academically.~~

This procedure outlines the District’s approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day, ~~while minimizing commercial distractions.~~

Specifically, this procedure establishes goals and procedures to ensure that:

- Students in the District have access to healthy foods throughout the school day, both through reimbursable school meals and other foods available throughout the school campus, in accordance with Federal and State nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during, and after school;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.
- The community is engaged in supporting the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits.

1. District Wellness Committee

A. Committee Role and Membership

The District will convene a representative District Wellness Committee to establish goals for and oversee school health and safety policies and programs; including development, implementation, periodic review and update of this district-level wellness policy.

The District Wellness Committee membership is open to all school employees and include (to the extent possible), but not be limited to: parents and guardians, representative(s) of the District food service program; physical education teachers; health education teachers; school board members; health professionals (ex., dietitians, doctors, nurses); and the general public. **The Director of Secondary Programs will have oversight of this committee.**

B. Wellness Policy Implementation

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy.

C. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy. Documentation will include:

1. The written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements.
3. Documentation of the annual policy progress report.
4. Documentation of the triennial assessment of the policy.
5. Documentation demonstrating compliance with public notification requirements, including;
 - Method by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and
 - Efforts to notify families about the availability of the wellness policy.

2. Nutrition Education

Nutrition promotion and education positively influence lifelong eating behaviors and encourage healthy nutrition choices.

The District aims to teach, model, encourage, and support healthy eating to students. Schools will provide nutrition education and engage in nutrition promotion.

Every year, all students, pre-K-12, shall receive nutrition education that is aligned with the Michigan Health Education Content Standards and Benchmarks. Nutrition education that teaches the knowledge, skills, and values needed to adopt healthy eating behaviors shall be integrated into the curriculum. Nutrition education information shall be offered throughout the School District.

3. Nutrition Standards

A. School Meals

~~Our~~ The District is committed to serving healthy meals to children in compliance with the USDA Guidelines of the National School Lunch and School Breakfast Programs.

B. Competitive Food and Beverages

The District is committed to ensuring that all foods and beverages available to students on the school campus during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs (i.e., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards.

C. Food Service Guidelines for Livonia Public Schools

~~The Board of Education~~ District shall provide cafeteria facilities in all schools and will provide food service for the purchase and consumption of breakfast, lunch, and snacks for all students.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages.

4. Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus during the school day.

~~The Board~~ District will permit student ~~fund-raising~~ fundraising by students in school, on school property or at any school-sponsored event only when the profit therefrom is to be used for school purposes or for an activity connected with the schools.

~~Fund-raising~~ Fundraising by approved school organizations, whose funds are managed by the District, may be permitted in school by the principal. For any ~~fund-raisers~~ fundraisers, including those operated by student clubs and organizations, parent groups, or boosters clubs, that involve the sale of food items and/or beverages to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day), the food items and/or beverages to be sold shall comply with the current nutrition standards, and also be consistent with requirements set forth. If the item being sold is a nonfood item it can be sold at any time, if approved by the school principal.

5. Physical Education and Physical Activity Opportunities

A. Physical Education

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts.

All students will be provided equal opportunity to participate in physical education classes. All district elementary students in each grade will receive physical education instruction weekly throughout the school year. All district middle school students will be required to take two 10 week periods of Physical Education and one 10 week period of Health. All district 9-12th grade students will be required to take one semester of Personal Fitness and one semester of Health. The District physical education program will promote student physical fitness through individualized fitness and activity as outlined in the criterion referenced program of the *Fitnessgram*.

1. Recess (Elementary)

All elementary schools will offer recess daily. Recess will complement, not substitute, physical education classes. ~~Recess monitors will encourage students to be active.~~

2. Before and After School Activities

The District will offer **notify families of** opportunities for students to participate in physical activity either before and/or after the school day ~~(or both) through a variety of methods.~~

3. Active Transport

The District will encourage walking or riding bikes to and from school.

6. Other School-Based Activities Designed to Promote Student Wellness

The District will integrate wellness activities across the entire school setting. The School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary and work towards the same set of goals.

A. Community Health Promotion and Engagement

The District will ~~promote~~ **provide information** to parents/guardians, **and** families, ~~and the general community~~ the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school- sponsored activities and will receive information about health promotion efforts.

7. Implementation and Measurement

A. Annual Progress Reports

The District will compile and publish an annual report to share basic information about the wellness policy and report on the progress of the schools. This annual report will include information from each school within the District. This report will include, but is not limited to:

1. The website address for the wellness policy and/or how the public can receive/access a copy of the wellness policy.
2. A description of each school's progress in meeting the wellness policy goals.
3. A summary of each school's events or activities related to wellness policy implementation.
4. Information on how individuals and the public can get involved with the District Wellness Committee.

The District Wellness Committee will establish and monitor goals and objectives for the schools.

B. Triennial Progress Assessments

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

1. The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy.
2. The District Wellness Committee will provide a description of the progress made in attaining the goals of the District's wellness policy.

The District Wellness Committee, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

C. Revisions and Updating the Policy

The District Wellness Committee will recommend to the ~~Board of Education~~ **Superintendent** updates and modifications to the Wellness Policy based on the results of the annual progress reports and triennial assessments, and /or as District priorities change; wellness goals are met; and new Federal or State guidance or standards are issued.

D. Community Involvement, Outreach, and Communications

The District is committed to being responsive to community input, which begins with awareness of the Wellness Policy. The District will actively communicate ways in which representatives of the District Wellness Committee and others can participate in the development, implementation, and periodic review and update of the Wellness Policy through a variety of means appropriate for the district.

**First Reading –
Board Policy,
Students**

**JCEC – Bullying
Prevention**

The Policy Committee has reviewed the following changes:

**BOARD POLICY
STUDENTS
BULLYING PREVENTION**

JCEC

**MARCH 30, 2015
REVIEWED 2023-2024**

The Board of Education believes that a safe and civil environment in school is necessary for students to learn and achieve high academic **and social-emotional** standards. It is the policy of the District to provide a safe educational environment for all of its students. All forms of bullying toward a student, whether by students, staff, or third parties, including Board members, parents, guests, contractors, vendors, or volunteers, is strictly prohibited.

This policy equally protects all students from bullying behavior regardless of the subject matter or motivation for such impermissible behavior. This policy applies to all activities in the District, including activities in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at any school-sponsored, school-approved or school-related activity or function whether or not it is held on school premises, such as field trips or athletic events where students are under the school's **control-authority**, or where an employee is engaged in school business.

This policy also applies to conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if the telecommunications access device or the telecommunications service provider is owned by or under the control of the District. Misconduct occurring outside of school may also be disciplined if it interferes with the school environment.

"Bullying" is any written, verbal, psychological, physical act or electronic communication, including but not limited to cyberbullying, that is intended or that a reasonable person would know is likely to harm one or more students either directly or indirectly by doing any of the following:

- a. Substantially interfering with education opportunities, benefits, or programs of one or more students
- b. Adversely affecting the ability of a student to participate in or benefit from the District's educational programs or activities by placing the student in reasonable fear of physical harm or by causing emotional distress
- c. Having an actual and substantial detrimental effect on a student's physical or mental health
- d. Causing substantial disruption in, or substantial interference with, the orderly operation of the school

~~"Cyberbullying" is any electronic communication that is intended or that a reasonable person would know is likely to harm one or more students either directly or indirectly by doing any of the following:~~

- ~~a. Substantially interfering with education opportunities, benefits, or programs of one or more students~~
- ~~b. Adversely affecting the ability of a student to participate in or benefit from the District's educational programs or activities by placing the student in reasonable fear of physical harm or by causing emotional distress~~
- ~~c. Having an actual and substantial detrimental effect on a student's physical or mental health~~
- ~~d. Causing substantial disruption in, or substantial interference with, the orderly operation of the school~~

Bullying includes a person willfully ~~and repeatedly~~ exercising power or control over another with hostile or malicious intent (i.e., ~~repeated~~ oppression, physical or psychological, of a less powerful individual by a more powerful individual or group). ~~that is reasonably perceived as being motivated either by~~ **Bullying may be related but not limited to** any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristic. ~~Bullying can be physical, verbal, psychological, written or a combination of all four. Some~~

eExamples of bullying are **may include but are not limited to:**

- a. Physical – hitting, kicking, spitting, pushing, pulling; taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact
- b. Verbal – taunting, malicious teasing, insulting, name calling, making threats
- c. Psychological – spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation
- d. Written - graphic or electronically transmitted
- e. **Cyberbullying**

Any student, whether victim or not, who believes s/he has been or is the victim of bullying, or who is aware of another student who has been or is the victim of bullying, should, and every staff member must, report the situation to the building principal or his/her designee. Complaints against the building principal should be filed with the Superintendent or his/her designee. The student may also report concerns to a ~~teacher or counselor~~ **staff member** who will be responsible for notifying the appropriate **building** administrator.

The building principal (or his/her designee) shall investigate, as promptly as the circumstances permit, and document all complaints about bullying (as defined in this policy) and other behavior which may violate this policy. If the investigation finds an instance of bullying has occurred, it will result in appropriate consequences.

The individual responsible for conducting the investigation shall notify the parents/legal guardians of the victim, as well as of the perpetrator, of the ~~verified~~ **reported** incident(s) of bullying as well as the results of the investigation to the extent consistent with student confidentiality requirements. A record of this contact, or attempt to notify, shall be noted.

The individual responsible for conducting the investigation shall document all reported incidents which are prohibited and report all ~~verified~~ **reported** incidents of bullying or other behavior which violates this policy, as well as any remedial action taken, to the Superintendent or his/her designee.

The Superintendent, or his/her designee, shall submit a compiled report to the Board on an annual basis. The Superintendent is responsible for implementation of this policy. This policy will be publicized by being placed on the School District's website and in student handbooks.

Retaliation, or making a false accusation against a target of bullying, a witness, another person with reliable information about an act of bullying, or any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of bullying is prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. Suspected retaliation or false accusations should be reported in the same manner as bullying behavior. Making intentionally false reports about bullying behavior for the purpose of getting someone in trouble is similarly prohibited. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

This policy is not intended to and should not be interpreted to interfere with legitimate free speech rights of any individual. However, the District reserves the right and responsibility to maintain a safe environment for students, conducive to learning and other legitimate objectives of the school program. This policy is published in the student handbook annually, which is accessible on the school and district websites.

Confidentiality

To the extent appropriate and/or legally permitted, confidentiality will be maintained during the investigation process. However, a proper investigation will, in some circumstances, require the disclosure of names and allegations. To the extent permitted by law, documents comprising the investigation will be maintained in a secure manner, will not be co-mingled with other documents, and will be disclosed only in accordance with law or on a "need to know" basis.

LEGAL REF: Matt Epling Safe School Law (MCL 380.1310b)

**First Reading –
Board Policy,
Personnel**

**GAA – Goals and
Objectives**

The Policy Committee has reviewed changes for the following policy.

BOARD POLICY	GAA	
PERSONNEL		JUNE 20, 1988
GOALS AND OBJECTIVES		MAY 20, 2024

The excellence of the entire staff determines the success of a quality educational experience for the students of the District. The Board is interested in its personnel as individuals, and it recognizes its responsibility for promoting the general welfare of the staff.

The Board's specific personnel goals are:

1. To employ the best available personnel to staff the school system
2. To provide compensation and benefits for staff welfare
3. To develop and implement personnel evaluation processes which will contribute to the improvement of staff capabilities and the learning program

- 4. ~~To provide in-service training~~
- 5. ~~To assign personnel so as to ensure they are utilized as effectively as possible~~
- 6. ~~To develop a climate which will produce the highest staff performance, morale and satisfaction~~

The overall quality of the educational and social-emotional experience offered to students and families is dependent upon well-trained, skillful, compassionate, enthusiastic, and dedicated staff members serving in every role across the district. The District supports staff members as people and professionals, embracing its responsibility to promote general wellness.

The Board's District's specific personnel goals are:

- 1. To seek, attract, recruit, and employ the best available personnel to staff the school system district
- 2. To provide competitive compensation and quality benefits for staff
- 3. To promote collaborative efforts among staff to positively impact student learning through the improvement of instruction, and support of general wellness among both staff and students
- 4. To develop, adopt, and implement personnel evaluation processes that prioritize professional growth, provide focus for staff to systematically enhance skills and knowledge, establish accountability for job performance, and contribute to the continuous improvement of the district's learning programs which will contribute to the improvement of staff capabilities and the learning program
- 5. To provide in-service training enhance employee capacity through in-service training and meaningful opportunities for professional growth
- 6. To assign personnel in a manner that best fits the needs of students and the operation of the District while also considering the position that affords the staff member the best possible opportunity for their success so as to ensure they are utilized as effectively as possible
- 7. To develop To promote staff morale through the development of positive environments that are welcoming, safe, and encouraging for staff to engage, excel, and experience satisfaction in their roles a climate which will produce the highest staff performance, morale and satisfaction

**First Reading –
Board Policy,
Personnel**

**GBN –
Employment
Status of
Certificated
Personnel**

The Policy Committee has reviewed changes for the following policy.

<p>BOARD POLICY PROFESSIONAL PERSONNEL SEPARATION PERSONNEL</p>	<p>GBN</p>	<p>JUNE 20, 1988 MAY 20, 2024</p>
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~~The decision on the employment status of these certificated personnel individuals shall include consideration of the Superintendent or designee's recommendations for reemployment, separation, or an additional year of probation. All procedures shall be in conformance with the tenure act, any individual written contracts, appropriate collective bargaining agreements, and law. It is the policy of the Board of Education The District will to notify probationary and tenured personnel of their employment status no later than the date established by state law and contractual agreements. The decision on the employment status of these individuals shall include consideration of the Superintendent's recommendations for reemployment, separation, or an additional year of probation.~~

CROSS REF.: GBI - Professional Personnel Evaluation, Master Agreements: LEADS, LEA
 LEGAL REF.: MCLA 38.101 et seq. (Legal References Updated 3/12/07)

**First Reading –
Board Policy,
Personnel**

The Policy Committee has reviewed changes for the following policy.

**GBQ –
Retirement
System**

**BOARD POLICY
PERSONNEL
RETIREMENT SYSTEM**

GBQ

**JUNE 20, 1988
MAY 20, 2024**

~~Employees are covered for retirement pension purposes under the Michigan Public School Employees Retirement System Retirement Act.~~

~~The Michigan Public School Employees Retirement System Act was recently amended by Act 91 of the Public Acts of 1985, to provide for tax deferral of a Michigan Public School Employees Retirement System member's contributions picked up as provided under Section 414(h) (2) of the United States Internal Revenue Code.~~

~~The Livonia Public Schools School District Board elects to pick up Michigan Public School Employees Retirement System members' contributions as provided by the Internal Revenue Code. The contributions picked up shall be remitted directly by the Livonia Public Schools School District to the Michigan Public School Employees System. Further contributions remitted are designated as employer contributions for purposes of the Retirement System which are being paid by the Livonia Public Schools School District in lieu of the employee contribution requirements and the employees will not be given the option to receive the contributed amounts directly instead of having them paid to the pension plan.~~

The Michigan Public School Employees Retirement System (MPSERS) was established by Public Act 136 of 1945 to provide a system of uniform retirement benefits for employees of local school districts in the State of Michigan. Health care benefits were added by legislators in 1975. The provisions governing MPSERS were later recodified as Public Act 300 of 1980, the Public School Employees' Retirement Act. That act, as amended, governs the retirement system and includes provisions related to the retirement system's board, benefit vesting, eligibility age and years of service, the calculation of service credit and purchase of credit rules, employee contributions, and the determination of benefit levels.

MPSERS is administered by the Office of Retirement Services (ORS) in the Department of Technology Management and Budget. ORS administers a Defined Benefit Plan, a Defined Contribution Plan, and two hybrid plans for public school employees. ORS also administers two retiree healthcare plans: the premium subsidy benefit and the Personal Healthcare Fund. Employees of Livonia Public Schools are automatically enrolled into MPSERS. The date an employee first works for a Michigan public school determines the plans an employee is eligible to participate in. All retirement plans require an employee contribution. The District shall make the required employer contributions.

CROSS REF.: Master Agreements: LEADS, LEA, SEALS, AFSCME, LSA, LPA
LEGAL REF.: MCLA, 38.1301 *et seq.* (Legal References Updated 3/12/07)

**First Reading –
Board Policy,
Personnel**

The Policy Committee has reviewed changes for the following policy.

**GBRA – Medical
Examination of
Employees**

**BOARD POLICY
PERSONNEL
MEDICAL PHYSICAL EXAMINATION OF EMPLOYEES**

GBRA

**JUNE 20, 1988
MAY 20, 2024**

~~The Board of Education grants to the administration the right to require applicants and employees to submit to mental and physical examinations.~~

The Superintendent or his/her designee may require an employee to submit to a medical examination when:

- Required or permitted by federal or state law.
- Required or permitted by the employee's contract of employment or collective bargaining agreement and permitted by federal or state law.

April 22, 2024

- Information suggests that a health condition may be negatively affecting the employee's ability to perform the essential functions of his or her job.
- Information suggests that the employee has a health condition which may endanger the health of students, the employee or other employees.
- An employee has provided medical documentation as the basis for a health leave or in return from a health leave and the School District believes that a second medical opinion is appropriate.

When the Superintendent or designee has required an employee to submit to a medical examination, all costs will be borne by the School District. The employee will be required to sign releases authorizing his or her physicians to release related information to the School District's physician. The physician of the District's choosing will submit a copy of the report of the examination directly to the Superintendent or his/her designee.

CROSS REF.: Master Agreements: LEA, **LEADS**, SEALS, AFSCME, LSA, LPA

LEGAL REF.: 42 USC 12101 *et seq.*; **MCLA**, 37.1101 *et seq.* (~~Legal References Updated 3/12/07~~)

**Hearing From
Board Members**

No Board Member comment.

**Adjournmen
Off/Supt/tg**

President Bradford adjourned the meeting at 8:35 p.m.

April 22, 2024

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: Rosedale Elementary School Principal Appointment

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Benjamin Hillard as principal at Rosedale Elementary School.

RATIONALE:

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

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

None

ljn

BEN HILLARD

Student centered educator focused on working collaboratively to bring engaging instruction to students in a safe and nurturing environment.

EXPERIENCE

ASSESSMENT COORDINATOR

Livonia Public Schools | Livonia, MI

2019 - PRESENT

Working within Livonia Public Schools to promote assessment literacy and best practices for collecting and analyzing student data. Developed new processes for IRIPs, Literacy Proficiency Reports, and Collecting School Improvement data.

K-12 MATH AND SCIENCE COORDINATOR

Livonia Public Schools | Livonia, MI

2015 - 2019

Worked with teachers to improve instruction in math and science throughout all grade levels. Lead several curriculum adoptions. Coordinated professional development and presented numerous sessions.

ACAT TEACHER FACILITATOR

Webster Elementary | Livonia, MI

2012 - 2015

Coordinated application, testing, and selection process for the ACAT program. Organized parent informational nights throughout the year for prospective Webster families. Worked collaboratively to develop school improvement goals, assessments, and rubrics.

TEACHER

Livonia Public Schools | Livonia, MI

2005-2015

Fostered a classroom community of respect based upon the belief that all children are capable of achieving at a high level. Maintained positive relationships with students, parents, and staff.

ADJUNCT FACULTY / LECTURER

University of Michigan | Dearborn, MI

2013 - 2015

Taught EDD 452, Methods of Elementary Math Education focusing on pedagogy, curriculum, assessment, and elementary mathematical content

EDUCATION

EASTERN MICHIGAN UNIVERSITY

2015 – 2018

Earned Administrator Certificate

UNIVERSITY OF MICHIGAN - DEARBORN

2006 - 2009

Master's of Arts in Education with a specialty in Mathematics Enhancement and Leadership; 4.0 GPA

EASTERN MICHIGAN UNIVERSITY

1999 - 2004

Bachelor of Science, Elementary Education; Magna Cum Laude

** References Available Upon Request*

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: **Student Services Coordinator Appointment**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the superintendent and appoint Shannon Beliveau as student services coordinator.

RATIONALE:

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

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

None

ljn



SHANNON BELIVEAU

PROFESSIONAL SUMMARY

Dedicated Special Education Supervisor with 15 years of experience working in a variety of school settings. Works closely with district administration, special education staff, and families to create a meaningful education experience for each individual student.

LEADERSHIP SKILLS

- Monitor special education programs to ensure needs of the students are being met.
- Work alongside district administrators to establish best practices.
- Collaborate with Community Partners and families.
- Host and present at parent informational meetings
- Prepare and present at staff professional development, school board meetings, Council for Exceptional Children (CEC) conference
- Effective Communicator with parents, administration, and support agencies
- Knowledge of IEP components and compliance requirements
- Coordinate with the district transportation department to ensure student transportation needs.
- Coordinate services that meet the complex needs of each student.

WORK HISTORY

Program Specialist

Livonia Public Schools - Livonia, MI | 10/2023 - Current

- Making sure the students daily needs are met
- Ensuring that the teachers and classrooms are supported
- Facilitating Education Planning Team meetings for both the IEP team and paraprofessionals
- Assisting with budgeting and supply requests/orders
- Review IEP documents and provide feedback to teachers
- Determine class schedule for students
- Onboard new students
- Conduct student observations for referrals
- Assist in the organization of various events/activities
- Maintain regular communication with the Student Services Coordinator

Special Education Supervisor

Taylor School District - Taylor, MI | 01/2023 – 10/2023

- Visit Special Education programs, staff, and administrators on a weekly basis to offer support and guidance.
- Ensure the school district is compliant and following federal and state regulations.
- Facilitate and chair IEP team meetings.
- Collaborate with building administration to ensure that students are receiving appropriate educational services.
- Participate in district committees as a representative for the Special Education department.
- Develop professional learning opportunities for Special Education staff.

Special Education Teacher

Macomb Intermediate School District - Clinton Twp, MI | 08/2013 – 01/2023

- Assisted in the development of a new post-secondary program that provides transition services to students with Mild to Moderate Cognitive Impairments.
- Manage day-to-day operations in an off-site classroom
- Work in partnership with LEA's as they transition students to center-based programming.
- Create and manage Individualized Education Plans to define student learning objectives and educational strategies, in addition to applying instructional knowledge and methods to support goals
- Partner with up to 10 community businesses to create meaningful work experiences for students
- Teach students soft skills that will help them to obtain and be successful in competitive employment
- Create and implement lessons that will help students learn necessary skills to be independent
- Connect students and families with community agencies that will offer supports to students transitioning from school

Special Education Teacher

Southfield Public Schools - Southfield, MI | 08/2008 – 08/2013

- Created and managed Individualized Education Plans to define student learning objectives and educational strategies, in addition to applying instructional knowledge and methods to support goals.
- Delivered effective and differentiated classroom instruction to diverse range of developmentally challenged students.
- Led activities that developed students' physical, emotional, and social growth
- Created learning and content strategies to meet needs of students with cognitive disabilities.
- Utilized assistive technology to communicate with students who were non-verbal
- Gave one-on-one attention to students, while maintaining overall focus on entire group
- Conducted small group and individual classroom activities with students based on differentiated learning needs
- Enhanced lessons using Smart Board technology and computers.

EDUCATION

Saginaw Valley State University, Saginaw, MI 12/2022
Education Specialist Certificate: Director of Special Education Approval with Central Office Endorsement

University of Michigan - Dearborn, Dearborn, MI 08/2012
Master of Arts: Education

Wayne State University, Detroit, MI 06/2008
Bachelor of Science: Special Education (SA) & Elementary Education (K-5)

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: Approval of Teachers

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 exist in our instructional program. We believe these teachers are the most qualified for the positions and recommend they be approved for employment.

BUDGETARY INFORMATION:

These 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
May 20, 2024**

NAME	DEGREE/SCHOOL	FTE	ASSIGNMENT	MOST RECENT EXPERIENCE	TOTAL YEARS OF EXPERIENCE	STEP
Arnoldy, Nicholas	Bachelor of Arts in Special Education and Learning Disabilities Michigan State University	1.0	Teacher-Resource Room Johnson and Riley Upper Elementary Schools May 7, 2024	Edustaff-Substitute Teacher Livonia Public Schools	0	Step 0 BA 5 years probation
Toloday, Rachel	Bachelor of Science in Education Central Michigan University	1.0	Teacher-Resource Room Coolidge Elementary Schools May 14, 2024	Edustaff-Substitute Teacher Livonia Public Schools	0	Step 0 BS 5 years probation

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 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>
Monika Domke	June 7, 2024
Emily Goslow	June 7, 2024
Chelsea Inglis	June 7, 2024
Jennifer Penny	June 7, 2024
Noelle Scharer	June 7, 2024
Brittany Wilk	May 6, 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
May 20, 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:

**Catherine Custard
Priscilla David
Tracey Hammaren
Lesley Hoskin
Todd Mai
Amy Lou Martin
Lynn Merchant
Shelly Miller**

**Carolyn Mulkiten
Therese Palmer
Lars Richters
Loren Schnell
Sandra Shovely
Amy Wehner
Loretta Zimes**

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

Attached resolutions

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

RESOLUTIONS

Catherine Custard

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Catherine Custard will retire from the district on June 6, 2024; and,

WHEREAS, Catherine Custard has devoted 35 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Grant Elementary, Buchanan Elementary, Cass Elementary, Coolidge Elementary and Webster Elementary; and,

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

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

Priscilla David

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Priscilla David will retire from the district on June 30, 2204; and,

WHEREAS, Priscilla David has devoted 26 years of dedicated, loyal, and outstanding service to the students of Grant Elementary as a teacher and union president for the Livonia Education Association; 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 Priscilla David on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Tracey Hammaren

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

WHEREAS, Tracey Hammaren has devoted 17 years of dedicated, loyal, and outstanding service to the students of Cass Elementary, Holmes Middle School and Stevenson High School as a counselor and student assistance provider; and,

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

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

Lesley Hoskin

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Lesley Hoskin will retire from the district on June 6, 2024; and,

WHEREAS, Lesley Hoskin has devoted 15 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Grant Elementary, Webster Elementary, in the Livonia Transition Program & Franklin Transition Program, at the Western Wayne Skill Center, Emerson Middle School and Churchill High School; and,

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

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

Todd Mai

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

WHEREAS, Todd Mai has devoted 29 years of dedicated, loyal, and outstanding service to the students of Roosevelt Elementary, Cooper Elementary and Coolidge Elementary 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 Todd Mai on his years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for his retirement.

Amy Lou Martin

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

WHEREAS, Amy Lou Martin has devoted 22 years of dedicated, loyal, and outstanding service to the students of Stevenson High School and Churchill High School as a teacher; and,

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

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

Lynn Merchant

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

WHEREAS, Lynn Merchant has devoted 24 years of dedicated, loyal, and outstanding service to the students of Grant Elementary, Johnson Elementary and Rosedale Elementary as a teacher; and,

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

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

Shelly Miller

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Shelly Miller will retire from the district on June 10, 2024; and,

WHEREAS, Shelly Miller has devoted 18 years of dedicated, loyal, and outstanding service to the students of Cooper Upper Elementary, Riley Upper Elementary, Johnson Upper Elementary, Churchill High School and Franklin High School as a teacher; and,

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

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

Carolyn Mulkiten

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

WHEREAS, Carolyn Mulkiten has devoted 30 years of dedicated, loyal, and outstanding service to the students of Garfield Elementary, Johnson Elementary, Washington Elementary, Cleveland Elementary, Hoover Elementary, Webster Elementary, Churchill High School, Cass Elementary, Randolph Elementary, the Livonia Career Technical Center, Kennedy Elementary, Rosedale Elementary, Roosevelt Elementary and Grant Elementary as a teacher; and,

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

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

Therese Palmer

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Therese Palmer will retire from the district on June 6, 2024; and,

WHEREAS, Therese Palmer has devoted 14 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional 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 Therese Palmer for her countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

Lars Richters

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Lars Richters will retire from the district on July 31, 2024; and,

WHEREAS, Lars Richters has devoted 25 years of dedicated, loyal, and outstanding service to the students of 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 Lars Richters on his years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for his retirement.

Loren Schnell

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

WHEREAS, Loren Schnell has devoted 30 years of dedicated, loyal, and outstanding service to the students of Johnson Elementary, Taylor Elementary, Hoover Elementary, Roosevelt Elementary, and Grant Elementary as a teacher, literacy coach and title I interventionist and as a literacy and math facilitator in the Academic Services Department; 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 Loren Schnell on his years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for his retirement.

Sandra Shovely

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Sandra Shovely will retire from the district on August 1, 2024; and,

WHEREAS, Sandra Shovely has devoted 27 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a clerk and secretary at Adams Elementary, Kennedy Elementary, Roosevelt Elementary, Nankin Mills Elementary and Cleveland Elementary; and,

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

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

Amy Wehner

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

WHEREAS, Amy Wehner has devoted 25 years of dedicated, loyal, and outstanding service to the students of Hoover Elementary, Cass Elementary and Randolph Elementary as a teacher, learning specialist and elementary support teacher; and,

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

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

Loretta Zimes

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

WHEREAS, Loretta Zimes has devoted 25 years of dedicated, loyal, and outstanding service to the students of Hoover Elementary, Coolidge Elementary, Hayes Elementary, Buchanan Elementary, Grant elementary, Cleveland Elementary, Roosevelt Elementary, Cooper Upper Elementary, Niji Iro Japanese Immersion Elementary School, Johnson Upper Elementary, Rosedale Elementary and Kennedy Elementary as a teacher, elementary student assistance provider and family education specialist, elementary support teacher and social worker; 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 Loretta Zimes 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
May 20, 2024**

TOPIC: Approval of Electrical Switch for Livonia ECC – 2021 Bond

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation from its Owner’s Representative, Plante Moran Realpoint, to approve the funds for the change order for Green Line Electrical, located in Plymouth, Michigan, for purchase and installation of an electrical switch at the Livonia Early Childhood Center in the total amount of \$130,166, and approve an increase of general conditions budget to Clark Construction, located in Lansing, Michigan, in the amount of \$64,709.

RATIONALE:

This change order is required based on the final power ratings, as calculated by DTE Energy Company, which necessitate the purchase and installation of the electrical switch for safety purposes. The project fund will also include ancillary items such as the costs for temporary generator power and site restoration.

BUDGETARY INFORMATION:

2021 Bond

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

May 9, 2024

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

RE: 2021 Bond Program
Early Childhood Center (ECC) – Main Electrical Switch

Dear Mr. Francis:

This letter transmits an update from Plante Moran Realpoint (PMR) as it relates to the assignment to assist and advise Livonia Public Schools (LPS) in its selection of a Prime Contractors for the Project listed above. This update represents the mutual efforts of PMR, Clark Construction Co., TMP Architects, and LPS administration and staff (the Team).

Over the course of the Design and Construction Phases of the ECC project, the Team conducted multiple design and coordination meetings with DTE, members of the project engineering team and Electrical Contractor to finalize the electrical service for the facility.

Given the ongoing global supply chain disruptions for major electrical equipment, the Team applied conservative assumptions for DTE's electrical utility to allow early procurement of the major electrical equipment as the means to achieve the planned project completion date.

Upon receiving final information from DTE, it was determined that the electrical service for the ECC would need to be fed from Niji-Iro in lieu of the existing service route due to the location of established wetland zones on the property. Additionally, due to the final power ratings, an exterior mounted switch would be required to safely operate the switchgear within the facility.

Upon completion of the due diligence process, the Team is recommending the costs listed within Clark Construction Co.'s Change Request to provide and install all underground infrastructure,

electrical equipment, temporary power provisions and site restoration to accommodate the incoming electrical service at the ECC for a **total recommendation of \$194,875.00.**

For the Electrical Contractor, the pricing for this work will be issued in Contract Change Order. The costs for temporary power provisions will be added to Clark Construction's not-to-exceed General Conditions budget.

The Team is available at the Board's convenience to answer any questions regarding this recommendation. Please direct all questions through me via email at brian.weber@plantemoran.com.

Sincerely,

PLANTE MORAN REALPOINT



Brian Weber
Senior Vice President

Enclosures:
Clark Construction Change Request



Headquarters
 3535 Moores River Drive
 Lansing, MI 48911
 517.372.0940 phone | 517.372.0668 fax

www.clarkcc.com

5/7/2024

Phillip Francis
 Livonia Public Schools
 15125 Farmington Road
 Livonia, MI 48154

RE: PCO NO. 0907
Livonia PS 2021 Bond - 21-2867

Dear Phillip Francis,

We have finalized gathering all the required quotations for PCO No. **0907** for the following extra work: **ECC - Bulletin #14 Exterior Switch**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with the Contract Documents.

The following is a detailed itemization of all extra costs:

Item	Budget Code	Description	Amount Proposed	Contractor
0001	000.23.26 00 00	Electrical BP5 - Greenline Bulletin 14	\$111,619.00	Green Line Electric, LLC
0002	Y.07.00 09 25	Contingency - BP5 PH2-ECC	-\$111,619.00	Contingency (Clark)
0003	Y.07.00 09 25	Contingency - BP5 PH2-ECC (Bulletin 14)	\$111,619.00	Contingency (Clark)
0004	Y.07.00 09 25	Contingency - BP5 PH2-ECC (Rough in power to Niji)	\$18,547.00	Contingency (Clark)
0005	Z.06.00 13 12	CM Field General Conditions BP5 PH2 - Temporary Provisional Generator	\$64,709.00	Clark Construction Company

Total Amount 194,875.00

If you have any questions regarding this Potential Change Order Request, please call me at your earliest convenience.

If the above item(s) meet with your approval, please issue a Change Order for the appropriate amount to the Contractor whose name appears above.

PCO NO. 0907 - ECC - Bulletin #14 Exterior Switch

Total Amount 194,875.00

Livonia PS 2021 Bond - 21-2867

PAGE 2

Respectfully,

CLARK CONSTRUCTION COMPANY



Bulletin

Date February 14, 2024
Project Name Livonia Public Schools Early Childhood Center
TMP Project No. 21051
Bulletin No. Fourteen (14)

This Bulletin, issued after the award of contracts, describes a proposed deviation from the contract documents for the above project. All work shall conform with the standards and intent of the contract documents. Each contractor whose work is affected shall submit, within (14) days, an itemized proposal for performing this work. This Bulletin IS NOT an authorization for making a change.

The following Drawing(s) are issued with this Bulletin:

Drawing No(s): E0.4, E5.1

Item No. Electrical Drawing Changes

- ED-1 Refer to Drawing No. E0.4 (reissued):
- A. Revise primary conduit routing to utility transformer as indicated.
 - B. Add CT/Meter and main circuit breaker enclosures as indicated.
- ED-2 Refer to Drawing No. E5.1 (reissued):
- A. Remove CT's and utility meter from main switchboard as indicated.
 - B. Add standalone CT/Meter and main circuit breaker enclosure as indicated.

END OF BULLETIN NO. 14



TMP ARCHITECTURE INC. 110 WEST GABLE LANE, ROY, MICHIGAN 48069

REGISTRATION SEAL

CONSULTANT



PROJECT TITLE: Livonia Early Childhood Center

Livonia Public Schools, Livonia, Michigan

DRAWING TITLE: ONE LINE DIAGRAM

KEY PLAN

ISSUE DATES

Table with 2 columns: Issue Number, Issue Description

DATE ISSUED FOR: _____

DRAWN: SBP

CHECKED: SBP

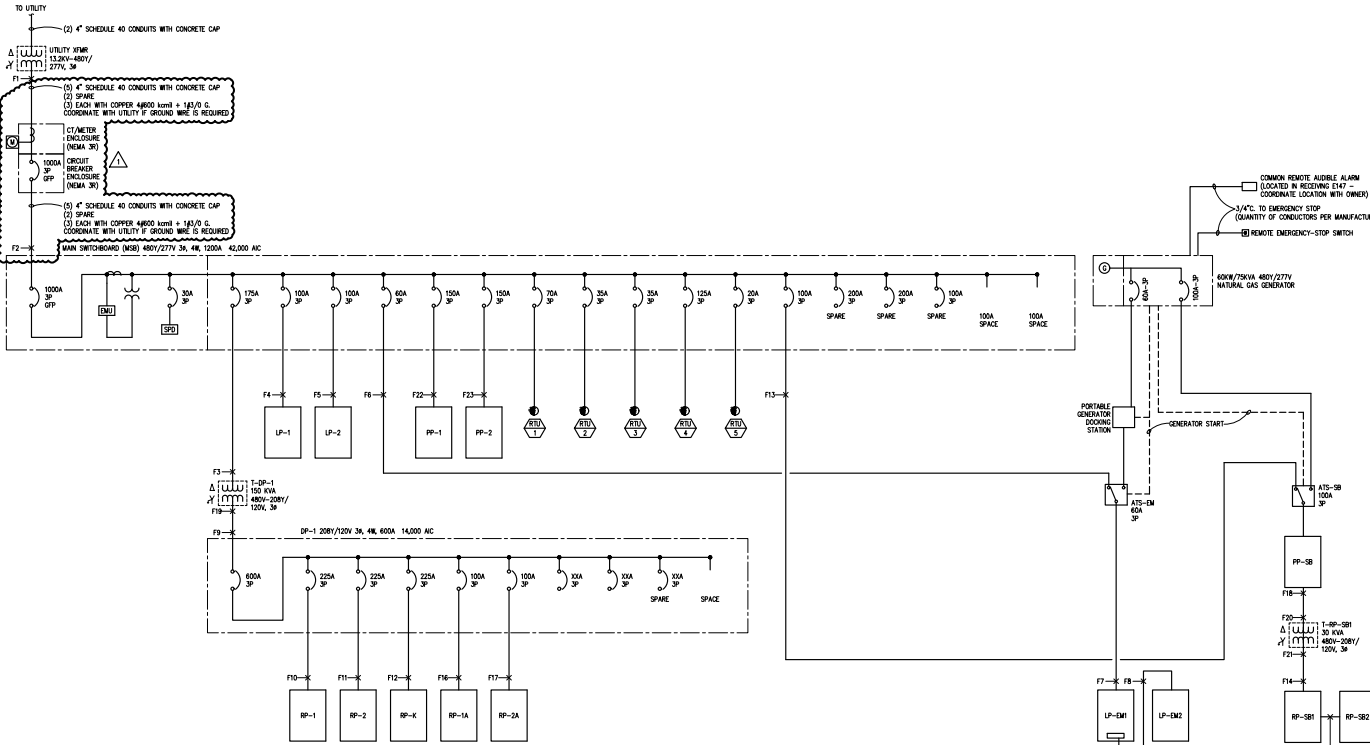
APPROVED: SBP

PROJECT NO. 21051

DRAWING NO. E5.1

DIAGRAM GENERAL NOTES:

- 1. THESE DRAWINGS REPRESENT THE GENERAL EXTENT AND ARRANGEMENT OF SYSTEMS... 2. FEEDER AND BRANCH CIRCUIT CONDUCTORS SHALL BE SIZED IN ACCORDANCE WITH THE FEEDER AND BRANCH CIRCUIT SIZING SCHEDULE... 3. TRANSFORMER SECONDARY CONDUCTORS SHALL BE SIZED IN ACCORDANCE WITH THE TRANSFORMER CIRCUIT SIZING SCHEDULE... 4. MOTOR CIRCUIT PROTECTION SHALL BE SIZED IN ACCORDANCE WITH THE MOTOR CIRCUIT SIZING SCHEDULES... 5. BASIS OF DESIGN IS EATON DISTRIBUTION EQUIPMENT AND ASCO TRANSFER SWITCHES... 6. SELECTIVE COORDINATION (PER NEC ARTICLES 700.32 AND 700.37) IS BASED ON EATON DISTRIBUTION EQUIPMENT AND ASCO TRANSFER SWITCHES... 7. VARIABLE FREQUENCY CONTROLLERS (VFC) FINISHED BY MECHANICAL TRADES...



NEW WORK ONE LINE DIAGRAM NO SCALE

MSB CONNECTED LOAD CALCULATION

Table listing connected loads for MSB: DP-1 (124 kVA), LP-1 (13 kVA), LP-2 (13 kVA), RP-1 (75 kVA), LP-EM (4 kVA), RP-1-1 (80 kVA), RP-1-2 (80 kVA). Total Connected Load: 489 kVA.

SHORT-CIRCUIT CALCULATIONS table with columns: PANEL / TRANSFORMER, SOURCE POINT, SOURCE IN, CONDUIT TYPE, CONDUCTOR MATERIAL, CONDUCTION OF BUS SIZE, Vc VALUE, Z (PU), I (KA), I (KA) MAX, I (KA) MIN, I (KA) F, I (KA) W.

VOLTAGE DROP table with columns: MAX @ S, POWER FACTOR, BUS, CONDUCTOR, LENGTH, VOLTAGE DROP.

Green Line Electric, LLC
 9278 General Drive Suite 200
 Plymouth Mi 48170

Quotation For Change of Scope

Date:	4-16-2024 Revised	Project Name:	Livonia Early Childhood Center
Contractor:	Green Line Electric, LLC	PO #	
Scope:	Bult 14	CM:	Clark

Added scope as outlined in Bult 14. At this point we do not anticipate being able to set the switch until next summer. We still expect to have retainage released and warranties to start upon substantial completion for base contract. Some of this work we did track on T and M prior to today but all future work will be done per an approved change order for the quotation below. I have include the completed T and M costs into this quote. If Bult 14 is not accepted we will then bill out the T and M for a separate change order under PCO 885. No temporary power figured for any of the shutdowns nor any utility costs included. Patching at NIJI will need to wait for summer months.

A. MATERIALS and PURCHASED EQUIPMENT		Enter negative quantity for deleted work items.		DO NOT INCLUDE State Sales Tax.			
Description	Quantity	Measure	Charge Price	Per	TOTAL		
1 - Misc material	1	Lot	\$ 10,340.00	Lot	\$		10,340.00
2 - Switchgear and Coordination Study	1	Lot	\$ 28,516.21	Lot	\$		28,516.21
3 - Testing of Gear	1	Lot	\$ 2,500.00	Lot	\$		2,500.00
4 -		Load		Load	\$		0.00
5 -		ft		Each	\$		0.00
6 -		ft		each	\$		0.00
7 -		ft		each	\$		0.00
8 -		Lot		Lot	\$		0.00
Sub-Total Material Amount =					\$		41,356.21
6% State Sales Tax Amount =					\$		2,481.37
Sub-Total Material Amount =					\$		43,837.58
10% Mark Up					\$		4,383.76
Total Material Amount =					\$		48,221.34

B. LABOR		Approved Hourly Straight Time RATE (a)	TOTAL Straight Time HOURS (b)	Approved Hourly 1-1/2 Time Rate (c)	TOTAL 1-1/2 Time HOURS (d)	Approved Hourly Double Time Rate (e)	TOTAL Double Time HOURS (f)	TOTAL Straight Time AMOUNT = a x b	TOTAL 1-1/2 Time AMOUNT = c x d	TOTAL Double Time AMOUNT = e x f
Craft/Trade: Foreman	Classification:	\$ 100.00	104	\$ -		\$ -		\$ 10,400.00	\$ -	\$ -
Craft/Trade: Journeyman	Classification:	\$ 85.00	176	\$ -		\$ -		\$ 14,960.00	\$ -	\$ -
Craft/Trade: Overtime premium	Classification:	\$ 45.00	0	\$ -		\$ -		\$ -	\$ -	\$ -
Craft/Trade:	Classification:	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Total Hrs			280					Sub-Totals =	\$ 25,360.00	\$ -
Sub-Total Field Labor Amount (Straight time + x1.5 time + x2 time) =									\$	25,360.00
10% Mark Up									\$	2,536.00
Total Labor Amount =									\$	27,896.00

C. FIELD EQUIPMENT RENTALS		Enter negative quantity for deleted work items.				
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	TOTAL	
1 - Crane to unload and return to set	2	Day	\$ 1,500.00		\$3,000.00	
2 -					\$0.00	
3 -					\$0.00	
Sub-Total Field Equipment Amount =					\$	3,000.00
10% Mark Up					\$	450.00
Total Field Equipment Amount =					\$	3,450.00

D. UNIT PRICES: Include material, labor, all taxes other costs and fees		Enter negative quantity for deleted work items.				
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	TOTAL	
1 - Manlift delivery and pick up	0		\$ 278.30		\$0.00	
2 - Manlift rental	0		\$ 649.68		\$0.00	
Total Unit Price Amount =					\$	0.00

E. SUBCONTRACTOR MARK-UP			
Name of Subcontractor		Subcontractor	
1 - Midtown prior to 3-21		\$	4,454.58
2 - Midtown excavate and cut at drive.		\$	12,000.00
3 - Patching costs and landscape		\$	12,500.00
Sub-Total Subcontractor Amounts =		\$	28,954.58
10% Mark Up		\$	1,447.73
Total Subcontractor Amount =		\$	30,402.31

Unless indicated above, no overtime, shipping or delivery premiums have been included. Additional contract authorization will be need if those added costs are required.

Full acceptance per terms of contract required (fully executed Change Order) with-in 21 days.

Bond % 1.50%

A.	Total Material Amount =	\$	48,221.34
B.	Total Labor Amount =	\$	27,896.00
C.	Total Field Equipment Amount =	\$	3,450.00
D.	Total Unit Price Amount =	\$	0.00
E.	Total Subcontractor Mark-up Amount =	\$	30,402.31
F.	Bond Premium =	\$	1,649.54
TOTAL AMOUNT FOR WORK ITEM =			\$ 111,619.19

Bultin 14 notes;

- * Intercept existing duct bank. Labor in T and M. Material \$1350
- * New Outdoor switchgear. Set with crane and remove. Hr 16/32. Crane cost \$1500
- * Add 500mcm feeder lengths and terms in out door gear. Set up for another pull. Labor in T and M. Material \$3600.
- * Temp dog house. Build and remove at end. Plywood only. Hrs 8/24. Material \$300
- * Outdoor pad - B.O.
- * Finish Primary run into NIJI pad. Excavate cost \$12,000. Patching \$10,000. 460' 4"PVC with misc. Hrs 24/48. Material \$2500
- * NIJI remove and replace driveway/sidewalk. In Midtown lot.
- * Testing on added feeders and gear. Hrs 8. Testing \$1500
- * Remove indoor metering and add jumpers and relocate to outside. Hrs 8/8. Material \$50
- * Change labeling for new study on all panels. Hrs 8.
- * Add ground wire to outdoor gear from MDP and loop from pad. Labor in T and M. Material \$650
- * Gear/Coordination study quote.
- * Excavation Quote. Midtown
- * Testing of gear.
- * T and M ticket. Hrs 24/56.

No overtime, temp power, unforeseen buried existing items, utility costs, outdoor pad, concrete capping and work with in 5' of existing pad.

T and M ticket was for work completed prior to 03-21-24 and noted above.

If Bult 14 is not accepted all T and M along with coordination study costs will billed as such.

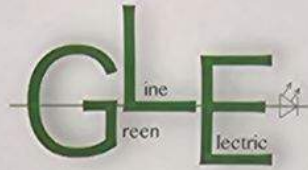
No work beyond 03-21-24 to be completed on T and M.

Job Site Time and Material Ticket

2341

GREEN LINE ELECTRIC, LLC

9278 GENERAL DRIVE SUITE 200
 PLYMOUTH MI 48170
 248-231-5716



Job Site: LECC

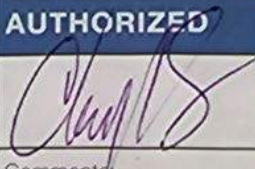
Date: 3/11

Construction Manager: CLARK

Explanation of Extra Work

PCU 885 HOURS FOR THE ADDING OF SERVICE SWITCH UNDERGROUND + ADDITIONAL WIRE PULL

Material and Misc Costs

Date	Foreman	Journeyman	AUTHORIZED	DATE
<u>3/11</u>	<u>8</u>	<u>16</u>		<u>3-11-24</u>
<u>3/12</u>	<u>8</u>	<u>16</u>		
<u>3/13</u>	<u>8</u>	<u>24</u>		
<u>Totals</u>	<u>24</u>	<u>56</u>		

Comments:



QUOTE NUMBER: **1739243**

Quoted Date: 02/29/2024

Printed Date: 03/04/2024

TO: GREEN LINE ELECTRIC LLC

ATTN: Greg Abb
 GREEN LINE ELECTRIC LLC
 9278 GENERAL DRIVE
 SUITE 200
 PLYMOUTH, MI 48170
 PHONE: (248) 231-5716 FAX: (248) 677-5284

PO Number:

Sales Person: Darrick Mowers

Item	Qty	Mfg	Part Number	Description	Price	UM	Ext. Price
1	1	CH	CHSWITCHBOARD	C-H SWITCHBOARD	\$21,665.000	E	\$21,665.00
2	1	MIM	MIMUC6473O21	MILBANK*UC6473-O-21 13 TERM 480V 3PH CT RATED WITH TEST SWITCH, DTE# ZS3-20-9S *NTSS* *REPLACES# UC7445-O-521 *QTE# 278958-00 (5)	\$521.370	E	\$521.37
3	1	SES	SESSURPLUS	offer CT bus links.from here they can padlock the cabinet if that is a concern of the utility.	\$4,716.000	E	\$4,716.00

Material Sub Total:	\$26,902.37
Tax Total:	\$1,614.14
Grand Total:	\$28,516.51

Please do not hesitate to call with any questions.

Best Regards,
 Darrick Mowers
 Phone: (734) 229-9100
 Fax: (734) 229-9101

Switchboard General Information

Pow-R-Line Xpert - Specifications

Quantity: 1

Alignment: Front Access/ Front and Rear Align

Service: 480Y/277V 3-Phase 4-Wire

Minimum Interrupt Rating: 65 kA

Bus Specifications

Bus Amps: 1200

Bus Bracing Rating: 65kA

Neutral Amps: 1200

Bus Material: Copper

Heat Test

Ground Bus Material: Copper Ground Bus Bolted To Frame, (1)

#4-500 kcmil Ground Lug

Incoming Information

Terminals, Mechanical, Bottom, (4) #4-500 kcmil

Incoming Qty & Size: Terminals, Mechanical, Bottom, (4) #4-500 kcmil

Structure Specifications

Service Entrance

Enclosure Type: Type 3R (nonwalk-in) Flat Roof

Enclosure: Outdoor Enlosure Configuration Per Euserc Dwg 354

Heater package - (CPT, heater, thermostat, fused disconnect)

Special Notes

Qty Description

Catalog Number

1 (4) 600s lugs per phase on both the incoming and outgoing CN63 need on breaker.

Utility Specifications

Struct # 1

Hot Seq. 1200 Amps Util. Mtr. Compt. - DTE Energy

Plant Drawing: 8452C79

Code DETE D

Enclosure properties

Struct #

1

Description/Modifications

Incoming Utility Structures (Incoming Utility Section)

Vertical isolating barrier

Horizontal isolating barrier

Centered Left to right

Center Line is 18 Inches from Rear

2

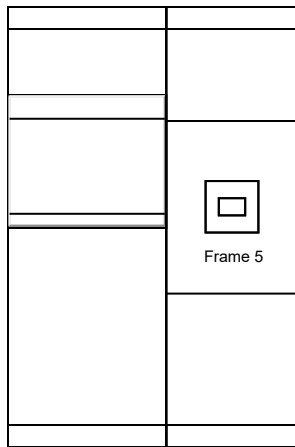
Individually mounted feeder BREAKER exiting BOTTOM, (Feeder Structure)

Centered Left to right

Center Line is 18 Inches from Rear

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

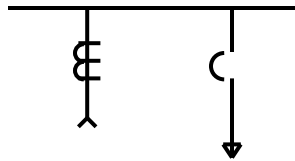
PREPARED BY DARRICK MOWERS	DATE 3/5/2024	Eaton	SumterSC
APPROVED BY	DATE	JOB NAME LIVONIA EARLY CHILD CARE PHASE #2	DESIGNATION
VERSION 9.0.34.2	TYPE Switchboards	DRAWING TYPE CustAppr	
NEG-ALT Number L3250223X4K1-0000	REVISION 0	DWG SIZE DwgA	ITEM SHEET 1 of 3



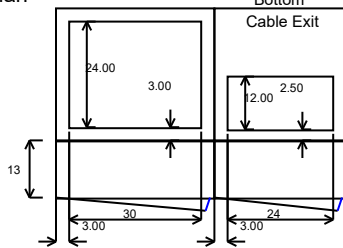
Front View

Struct	1 *	2 *
Depth	30	30
Width	36	30

Power Flow



Floor Plan



Total of 2 Structures, Total Weight of 1130 Weight-Lbs. with Front Hinged Doors.
 Total of 2 Structures, Total Width of 66 Inches with Front Hinged Doors.

Structure	1	2			
Ship-Inches	36.00	30.00			
Ship-MM	914	762			
Width-Inches	36.00	30.00			
Width-MM	914	762			
Depth(Inner)-In.	30.00	30.00			
Depth(Inner)-MM	762	762			
Depth(Outer)-In.	43.00	43.00			
Depth(Outer)-MM	1092	1092			
Height-Inches	90.00	90.00			
Height-MM	2286	2286			
Weight-Lbs.(Est.)	560	570			
Weight-Kg.(Est.)	254	258			

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY DARRICK MOWERS	DATE 3/5/2024	Eaton		SumterSC
APPROVED BY	DATE	JOB NAME LIVONIA EARLY CHILD CARE PHASE #2	DESIGNATION	
VERSION 9.0.34.2	TYPE Switchboards	DRAWING TYPE CustAppr		
NEG-ALT Number L3250223X4K1-0000	REVISION 0	DWG SIZE DwgA	ITEM	SHEET 2 of 3

Switchboard Units Information

Str#	Unit	Description/Modifications	Nameplate
1		1200A Utility Metering - DTE Energy	
2		Feeder Breaker - Ind Mtd-1200A, 3P PDG53M Breaker [1200A Frame], Trip(Ir) 1200A., PXR20 LSIG/A w/ ARMS, None ARMS Operation - Local using breaker interface, Trip Unit Sensor Rating(In): 1200A Terminals, Mechanical, (4) 4/0-500 kcmil, Bottom Neutral Terminal, (4) #4-500 kcmil	

<p>The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.</p>	PREPARED BY DARRICK MOWERS	DATE 3/5/2024	Eaton		SumterSC
	APPROVED BY	DATE	JOB NAME LIVONIA EARLY CHILD CARE PHASE #2		
	VERSION 9.0.34.2	TYPE Switchboards		DRAWING TYPE CustAppr	
NEG-ALT Number L3250223X4K1-0000	REVISION 0	DWG SIZE DwgA	SHEET 3 of 3		



MidTown Group LLC
 5650 W Jefferson
 Detroit MI 48209
 313-924-1970 Fax # 313-924-1935

Invoice

Date	Invoice #
3/20/2024	2024 06077

Bill To
GREEN LINE ELECTRIC LLC 7723 Kensington Court Brighton, MI 48116
Phone 248-231-5716 Fax

P.O. Number	Terms	Project
24-1915	Net 30	Livonia ECC

Description	Amount
T & M Excavate for changes to electrical	4,454.58
Total \$4,454.58	

Payments/Credits	\$0.00
Balance Due	\$4,454.58

Livonia ECC

CONTRACTOR QUOTATION - WORK ITEMS DETAIL

= to be completed by Contractor
 = predetermined or automatic calculation

Date: 3.20.23	Project Name: Livonia ECC
Contractor: Midown Group LLC	A/E / A/E Project #: _____
Check One <input type="checkbox"/> Check if PRIME Contractor <input type="checkbox"/> Check if Subcontractor <input type="checkbox"/>	CM: Green Line Electric ✓

BULLETIN NO: _____	FCA NO: _____	ASI NO: _____	Contractor CHANGE REQUEST NO: _____
--------------------	---------------	---------------	-------------------------------------

Description of Work:
Excavation and backfill for Underground. Email to Greg Abb. abb1@icloud.com ✓

A. MATERIALS and PURCHASED EQUIPMENT	Enter negative quantity for deleted work items.	DO NOT INCLUDE State Sales Tax.		
Description	Quantity	Measure	Charge Price	Per
1 -		ea		ea
2 -		ea		ea
3 -		ea		ea
4 -				
5 -				
6 - Shipping/Freight (when applicable)	1	LS	\$ -	LS

** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. **

Sub-Total Material Amount =	\$0.00
6% State Sales Tax Amount =	\$0.00
Sub-Total Material Amount =	\$0.00
10% Overhead & Profit Mark-up (0% if Credit) =	\$0.00
Total Material Amount =	\$0.00

B. LABOR							On first quotation provide breakdown of rate for review by Green Line. Rate to included burden and 10% OH&P per contract.		
Craft/Trade: Classification:	Approved HOURLY Straight Time RATE (a)	TOTAL Straight Time HOURS (b)	Approved Hourly 1-1/2 Time Rate (c)	TOTAL 1-1/2 Time HOURS (d)	Approved Hourly Double Time Rate (e)	TOTAL Double Time HOURS (f)	TOTAL Straight Time AMOUNT = a x b	TOTAL 1-1/2 Time AMOUNT = c x d	TOTAL Double Time AMOUNT = e x f
							Craft/Trade: Foreman Classification:	\$ 100.00	13
Craft/Trade: Finisher Classification:			\$ -		\$ -		\$ -	\$ -	\$ -
Craft/Trade: operator Classification:	\$ 90.00	9	\$ -		\$ -		\$ 810.00	\$ -	\$ -
Craft/Trade: laborer Classification:	\$ 80.00	11	\$ -		\$ -		\$ 880.00	\$ -	\$ -
Sub-Totals =							\$ 2,990.00	\$ -	\$ -

** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. **
 ** WHEN ADDING ROWS, LINK PROPERLY TO LABOR RATE SUMMARY TAB **

Sub-Total Field Labor Amount (Straight time + x1.5 time + x2 time) =	\$2,990.00
If net credit, reduction in credit to omit 10% Overhead & Profit in labor rate =	not applicable
Total Labor Amount =	\$2,990.00

C. FIELD EQUIPMENT RENTALS					Enter negative quantity for deleted work items.	
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per		
1 - sand	27.74	ton	\$ 17.25	ton		\$478.52
2 - fuel surcharge	27.74	ea	\$ 1.00	ea		\$27.74
3 - estimated taxes	1	ea	\$ 7.00	ea		\$7.00

** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. **

Sub-Total Field Equipment Amount =	\$513.26
10% Overhead & Profit Mark-up (0% if Credit) =	\$51.33
Total Field Equipment Amount =	\$564.58

D. UNIT PRICES: Include material, labor, all taxes other costs and fees						Enter negative quantity for deleted work items.	
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per			
1 - Excavator	1	ea	\$ 500.00	ea		\$500.00	
2 - skid	1	ea	\$ 400.00	ea		\$400.00	

** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. **

Total Unit Price Amount =	\$900.00
---------------------------	-----------------

E. SUBCONTRACTOR MARK-UP	
Name of Subcontractor	Amount
1 -	\$0.00
2 -	\$0.00
3 -	\$0.00

** To add rows: COPY row, then INSERT COPIED CELLS, then re-number. **

Sub-Total Subcontractor Amounts =	\$0.00
5% Overhead & Profit Mark-up (0% if Credit) =	\$0.00
Total Subcontractor Amount =	\$0.00

TOTAL AMOUNT FOR WORK ITEM NO. _____

BULLETIN NO. _____ FCA NO. _____ ASI NO. _____ Contractor CHANGE REQUEST NO. _____

A.	Total Material Amount =	\$0.00
B.	Total Labor Amount =	\$2,990.00
C.	Total Field Equipment Amount =	\$564.58
D.	Total Unit Price Amount =	\$900.00
E.	Total Subcontractor Mark-up Amount =	\$0.00
F.	Bond Premium =	\$0.00
TOTAL AMOUNT FOR WORK ITEM =		\$4,454.58

Bond % 0%

*Haven't Recieved Sand Invoice
Attached Previous Invoice for Confirmation.*



PROJECT Livonia ECC
 CONTRACTOR Green Line Electric
 ARCHITECT _____

PROJECT NO. _____
 CONTRACT NO. _____
 DATE 3/11/24

TIME & MATERIAL DAILY LOG

Log of Work:

Excavate for Electrician

MATERIALS USED		TYPE	UNIT COST	TOTAL
<u>Semi Load of Sand</u>				\$
EQUIPMENT USED		HOURS	RATE	TOTAL
<u>Excavator Skid</u>				\$
NO. MEN	CRAFTS EMPLOYED	HOURS	RATE	TOTAL
<u>1</u>	<u>Foreman</u>	<u>7</u>		\$
<u>1</u>	<u>Operator</u>	<u>7</u>		
<u>1</u>	<u>Laborer</u>	<u>7</u>		

DAILY TOTAL COST \$ _____

We jointly certify that the above work was performed, and the quantities are correct as listed.

 Contractor's Representative

Math Cosby
 Midtown Representative

Sheet 1 of 1 Sheets

Construction Month
 702.15 - 10/05

Tia Marie
Trucking, Inc.

LOAD & TIME TICKET

P.O. Box 701134 Plymouth, MI 48170
office: 248.468.9201 fax: 248.468.9204
dispatch: 248.880.7270

DATE: 03/11/2024
SHIPPER: Tia Marie
CUSTOMER'S NAME: Midtown
FROM (LOADING PLACE): natural agg.
TO (UNLOADING PLACE): 18000 Newburgh, Livonia
TRUCK #: 850
PIT TICKET / MANIFEST #: 1186905
DRIVER'S SIGNATURE: X Matt [Signature]

HOURLY HAULS

START	QUIT	START	QUIT	TOTAL HOURS
JOB # 23-1700		PO #	LOT #	SEMI <input checked="" type="checkbox"/> TRAIN <input type="checkbox"/>

DESCRIPTION OF MATERIAL

GROSS: class 2 sand
TARE:
NET:
NET TONS OR YARDS: 22.74 tons

RECEIVED BY: X [Signature]

NOT RESPONSIBLE FOR DAMAGE TO CURBS,
SIDEWALKS OR DRIVEWAYS.
CUSTOMER AGREES TO PAY SERVICE CHARGE OF 1¼%
PER MONTH IF PAYMENT IS NOT MADE WITHIN 30 DAYS
FROM INVOICE DATE.



PROJECT Livonia ECC
 CONTRACTOR Greenline Electric
 ARCHITECT _____

PROJECT NO. _____
 CONTRACT NO. _____
 DATE 3/12/24

TIME & MATERIAL DAILY LOG

Log of Work:

Excavate + Backfill for Electrician

MATERIALS USED		TYPE	UNIT COST	TOTAL
			\$	
EQUIPMENT USED		HOURS	RATE	TOTAL
	<u>Excavator</u>		\$	
	<u>Skid</u>			
NO. MEN	RAFTS EMPLOYED	HOURS	RATE	TOTAL
<u>1</u>	<u>Foreman</u>	<u>6hrs</u>		\$
<u>1</u>	<u>operator</u>	<u>2hrs</u>		
<u>2</u>	<u>Laborers @ 2hrs</u>	<u>4hrs</u>		

DAILY TOTAL COST \$ _____

We jointly certify that the above work was performed, and the quantities are correct as listed.

 Contractor's Representative

Matt Cosby
 Midtown Representative

Sheet 1 of 1 Sheets

Construction Hours
 762.25 • 11/05/24

Tia Marie Trucking Inc.

Invoice

P.O. Box 701134
 Plymouth MI 48170
 Office: 248-468-9201
 Fax: 248-468-9204

Date	Invoice #
2/26/2024	47558

Bill To

Midtown Group
 5650 W Jefferson
 Detroit, MI 48209

Our office must be notified of any discrepancies or errors within 30 days of invoice date or invoice will be considered correct and customer will pay total amount in full as shown

Customer Job #	PO #	Terms	Due Date	Project / City		
		Net 30	3/27/2024	18000 NEWBURGH, LIVONIA 23-1700		
Date	L&T Ticket/Pit Ticket	Truck	Description	Quantity	Rate	Amount
2/22/2024	269332/64868	896	Trucking & Material by the ton-Class II Sand	29.70	17.25	512.33
			Fuel Surcharge	29.70	1.00	29.70
			Sales Tax			8.46

23-1700

Time Matt Cash

- Please make check payable to TIA MARIE TRUCKING
 - A 4% processing fee will be added to all payments made by credit card
 - A Finance charge of 1.5% (Annual Percentage Rate of 18%) will be added after 60 days

Total \$550.49

Generator charges paid via general conditions

DATE 4/17/24 APP058

01 000 CLARK CONSTRUCTION COMPANY
Accounts Payable History BY Job Number - SUMMARY TIME 12.56

PAGE 1

NUMBER	DATE	DESCRIPTION	PAY SEL	VEND. NO.	DESCRIPTION	INVOICE AMOUNT	VOUCH NO.	DATE PAID	CHECK NUMBER	DISCOUNT AMOUNT	CHECK AMOUNT
212867		LIVONIA PS 2021 BOND									
33722780-001	06/12/2023	CUST: 0167720	397953	01133	HERC RENTALS IN	3,158.08					
			397953					06/29/2023	280856		3,158.08
33850611-001	08/03/2023	CUST: 0167720	400913			1,948.97					
			400913					09/13/2023	282446		1,948.97
33722780-003	08/07/2023	CUST: 0167720	400918			2,999.74					
			400918					09/13/2023	282446		2,999.74
33722780-002	07/10/2023	CUST: 0167720	400930			2,999.74					
			400930					09/13/2023	282446		2,999.74
33850611-002	08/31/2023	CUST: 0167720	401415			1,718.72					
			401415					09/20/2023	282563		1,718.72
33722780-005	10/02/2023	CUST: 167720	402541			2,999.74					
			402541					10/18/2023	283158		2,999.74
33722780-004	09/04/2023	CUST: 0167720	403298			2,999.74					
			403298					11/08/2023	283572		2,999.74
33722780-004	09/04/2023	CUST: 0167720	403298			2,999.74					
			403298					11/08/2023	283572		2,999.74
33722780-004	09/04/2023	CUST: 0167720	403418			2,999.74					
			403418					11/08/2023	283682		2,999.74
33722780-006	10/30/2023	CUST: 0167720	404651			2,999.73					
			404651					12/13/2023	284288		2,999.73
33722780-007	11/27/2023	CUST: 0167720	405248			2,999.74					
			405248					01/04/2024	284647		2,999.74
34199097-001	12/18/2023	CUST: 167720	405578			11,434.20					
			405578					01/17/2024	284908		11,434.20
34199097-002	01/15/2024	CUST: 167720	406203			10,758.84					
			406203					01/24/2024	285044		10,758.84
33722780-008	12/25/2023	CUST: 167720	406546			2,999.74					
			406546					01/31/2024	285149		2,999.74
33722780-008	12/25/2023	CUST: 167720	406546			2,999.74					
			406546					01/31/2024	285149		2,999.74
33722780-008	12/25/2023	CUST: 167720	406700			2,999.74					
			406700					01/31/2024	285272		2,999.74
33722780-010	02/19/2024	CUST: 0167720	408222			2,999.74					
			408222					03/20/2024	286303		2,999.74

DATE	4/17/24	APP058	01 000 CLARK CONSTRUCTION COMPANY				Accounts Payable History BY Job Number - SUMMARY TIME 12.56			PAGE	2
----- I N V O I C E-----			PAY VEND.			INVOICE	VOUCH	DATE	CHECK	DISCOUNT	CHECK
NUMBER			SEL	NO.	DESCRIPTION	AMOUNT	NO.	PAID	NUMBER	AMOUNT	AMOUNT
212867		LIVONIA PS 2021 BOND									
33722780-009		01/22/2024 CUST: 0167720	408434			2,999.74					
					408434			03/13/2024	286173		2,999.74
34199097-004		03/11/2024 CUST: 0167720	408995			10,758.84					
					408995			04/10/2024	286739		10,758.84
33722780-011		03/18/2024 CUST: 0167720	409335			2,999.74					
34199097-005		04/08/2024 CUST: 0167720	410086			10,758.84					
						80,533.88				.00	66,775.30
		VENDOR TOTAL				80,533.88				.00	66,775.30
		** Sub Job TOTAL**				80,533.88				.00	66,775.30
		*** Job Number TOTAL***				80,533.88				.00	66,775.30
		**** Division TOTAL****				80,533.88				.00	66,775.30
						(\$15,824.99)					
						\$64,708.99					

Electrical rough in to Niji (already fully executed and paid previously)

Green Line Electric, LLC
 9278 General Drive Suite 200
 Plymouth Mi 48170

Quotation For Change of Scope

Date:	11/7/2023	Project Name:	Livonia Early Childhood Center
Contractor:	Green Line Electric, LLC	PO #	
Scope:	PCO 693 Primary Conduit PART 1	CM:	Clark

PCO 686

Partial time ticket for extending the primary duct bank beyond the base bid length and heading to another location. Additional work to be done at a later date.

A. MATERIALS and PURCHASED EQUIPMENT		Enter negative quantity for deleted work items.		DO NOT INCLUDE State Sales Tax.			
Description	Quantity	Measure	Charge Price	Per	TOTAL		
1 - Misc material	1	Lot	\$ 120.00	Lot	\$ 120.00		
2 - 4"PVC	900	ft	\$ 5.35	Ft	\$ 4,815.00		
3 - Marker tape	450	ft	\$ 0.12	Ft	\$ 54.00		
4 - Sand	2	Load	\$ 450.00	Load	\$ 900.00		
5 -		ft		Each	\$ 0.00		
6 -		ft		each	\$ 0.00		
7 -		ft		each	\$ 0.00		
8 -		Lot		Lot	\$ 0.00		
Sub-Total Material Amount =					\$	5,889.00	
6% State Sales Tax Amount =					\$	353.34	
Sub-Total Material Amount =					\$	6,242.34	
10% Mark Up					\$	624.23	
Total Material Amount =					\$	6,866.57	

B. LABOR		Approved HOURLY STRAIGHT TIME RATE (a)	TOTAL Straight Time HOURS (b)	Approved Hourly 1-1/2 Time Rate (c)	TOTAL 1-1/2 Time HOURS (d)	Approved Hourly Double Time Rate (e)	TOTAL Double Time HOURS (f)	TOTAL Straight Time AMOUNT = a x b	TOTAL 1-1/2 Time AMOUNT = c x d	TOTAL Double Time AMOUNT = e x f
Craft/Trade:	Foreman	\$ 100.00	15	\$ -		\$ -		\$ 1,500.00	\$ -	\$ -
Craft/Trade:	Journeyman	\$ 85.00	19	\$ -		\$ -		\$ 1,615.00	\$ -	\$ -
Craft/Trade:	Overtime premium	\$ 45.00	0	\$ -		\$ -		\$ -	\$ -	\$ -
Craft/Trade:		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Total Hrs			34	Sub-Totals =			\$ 3,115.00	\$ -	\$ -	
Sub-Total Field Labor Amount (Straight time + x1.5 time + x2 time) =								\$ 3,115.00		
10% Mark Up								\$ 311.50		
Total Labor Amount =								\$ 3,426.50		

C. FIELD EQUIPMENT RENTALS		Enter negative quantity for deleted work items.		Charge Price	Per	
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	TOTAL	
1 -					\$ 0.00	
2 -					\$ 0.00	
3 -					\$ 0.00	
Sub-Total Field Equipment Amount =					\$	0.00
10% Mark Up					\$	0.00
Total Field Equipment Amount =					\$	0.00

D. UNIT PRICES: Include material, labor, all taxes other costs and fees		Enter negative quantity for deleted work items.		Charge Price	Per	
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	TOTAL	
1 - Manlift delivery and pick up	0		\$ 278.30		\$ 0.00	
2 - Manlift rental	0		\$ 649.68		\$ 0.00	
Total Unit Price Amount =					\$	0.00

E. SUBCONTRACTOR MARK-UP		Subcontractor
Name of Subcontractor		
1 - Metro Excavation Labor Cost		\$ 6,175.00
2 - Skidster rental		\$ 400.00
3 - Excavator rental		\$ 1,025.00
Sub-Total Subcontractor Amounts =		\$ 7,600.00
10% Mark Up		\$ 380.00
Total Subcontractor Amount =		\$ 7,980.00

A.	Total Material Amount =	\$ 6,866.57
B.	Total Labor Amount =	\$ 3,426.50
C.	Total Field Equipment Amount =	\$ 0.00
D.	Total Unit Price Amount =	\$ 0.00
E.	Total Subcontractor Mark-up Amount =	\$ 7,980.00
F.	Bond Premium =	\$ 274.10
TOTAL AMOUNT FOR WORK ITEM =		\$ 18,547.17

Bond % 1.50%

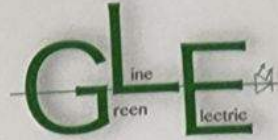
Job Site Time and Material Ticket

GREEN LINE ELECTRIC, LLC

9278 GENERAL DRIVE SUITE 200

PLYMOUTH MI 48170

248-231-5716



Job Site: LECC
 Date: 10/26/23 - 10/27/23
 Construction Manager: CLARK

Explanation of Extra Work
 2 - 4" PRIMARY FEEDS THAT EXCEED THE 600'
 PROVIDED IN ORIGINAL BID PREPOSAL,
 PCO #686 Phase 1 or 2

Material and Misc Costs

900' - 4" DUCTWIRE
 450' metallic ^{warning} tape

10/26	2 OPERATORS @ 7 HRS each	
	2 LABORERS @ 7 hrs each	
	1 FOREMAN @ 7 HRS each	
	1 JOURNEYMAN @ 7 HRS ea	
	1 EXCAVATOR 1 SKIDSTER	
10/27	2 OPERATORS @ 8 hours each	
	2 LABORERS @ 8 hours each	
	1 FOREMAN @ 8 hours	
	2 Journeyman @ 12 hrs 1-excavator, 1-SKIDSTER	

Date	Foreman/Operator	Journeyman/Laborer	AUTHORIZED	DATE
10/26	21 HOURS (7 each)	21 HOURS (7 each)		
10/27	24 HOURS (8 each)	28 HOURS		
Totals				

Comments:



PROJECT: Livonia FCC
 CONTRACTOR: Green Line
 ARCHITECT: _____

PROJECT NO. _____
 CONTRACT NO. _____
 DATE: 10/26/23 Thurs

TIME & MATERIAL DAILY LOG

Log of Work:

Excavate + Backfill for Electricians

MATERIALS USED		TYPE	UNIT COST	TOTAL
				\$
	<i>Sand in</i>			
EQUIPMENT USED		HOURS	RATE	TOTAL
				\$
	<i>Excavator</i>			
	<i>Skid Steer</i>			
NO. MEN	CRAFTS EMPLOYED	HOURS	RATE	TOTAL
<i>1</i>	<i>Foreman</i>	<i>10.5 hrs</i>	<i>100</i>	<i>\$ 1050</i>
<i>1</i>	<i>operator</i>	<i>8.5 hrs</i>	<i>90</i>	<i>\$ 765</i>
<i>2</i>	<i>Laborers @ 8.5</i>	<i>17 hrs</i>	<i>80</i>	<i>\$ 1360</i>
				<i>Subtotal 3175</i>

DAILY TOTAL COST \$ _____

We jointly certify that the above work was performed, and the quantities are correct as listed.

 Contractor's Representative

Matt Cody

 Midtown Representative

Sheet 1 of 1 Sheets

Construction Mgmt.
 702.26 • 10/06



PROJECT: Linonia Ecc
 CONTRACTOR: Green Line
 ARCHITECT: _____

PROJECT NO. _____
 CONTRACT NO. _____
 DATE: 10/27/23 Fri

TIME & MATERIAL DAILY LOG

Log of Work:

Excavate + Backfill for electrician

MATERIALS USED		TYPE	UNIT COST	TOTAL
<i>Sand in</i>				\$
EQUIPMENT USED		HOURS	RATE	TOTAL
<i>Skidster Excavator</i>				\$
NO. MEN	CRAFTS EMPLOYED	HOURS	RATE	TOTAL
<i>1</i>	<i>Foreman</i>	<i>10</i>	<i>100</i>	<i>\$ 1000</i>
<i>1</i>	<i>operator</i>	<i>8</i>	<i>90</i>	<i>720</i>
<i>2</i>	<i>Laborers @ 8</i>	<i>16</i>	<i>80</i>	<i>1280</i>
			<i>sub</i>	<i>\$3000</i>

DAILY TOTAL COST \$ _____

We jointly certify that the above work was performed, and the quantities are correct as listed.

 Contractor's Representative

Matthew
 Midtown Representative

Sheet 1 of 1 Sheets



INVOICE

**SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211**

INVOICE NUMBER	146203368-0001
ACCOUNT NUMBER	629040
INVOICE DATE	10/31/23
Page: 1	

INVOICE TO

MIDTOWN GROUP LLC
 5650 W. JEFFERSON
 DETROIT, MI 48209

JOB ADDRESS
 17800 NEWBURGH RD, LIVONIA
 VILLAGE MEDICAL
 17800 NEWBURGH RD
 LIVONIA, MI 48152 2700

 C#: 313-924-1970 J#: 734-765-2053

RECEIVED BY
 TONER, JOEY

CONTRACT NUMBER
 146203368

PURCHASE ORDER NUMBER
 LIVONIA ECC

JOB NUMBER
 1 - VILLAGE MEDICAL

BRANCH
 1313 DETROIT MI PC1313
 3411 W FORT ST
 DETROIT, MI 48216 2032
 313-202-5767

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	18,500LB MINI EXCAVATOR CAB 10442524 Make: JCB Model: 85Z Ser #: JCB8AEA3AN2736675 HR OUT: 433.850 HR IN: 458.350 Billed from 10/20/23 thru 10/31/23	680.00	680.00	2115.00	4735.00	2115.00
1.00	24" COMPACT EXCAVATOR BUCKET					N/C

Rental Sub-total: 2115.00

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	MIHERS	EA	42.300	42.30
1	ENVIRONMENTAL	EA	42.240	42.24
	2133XXX0000 ENVIRONMENTAL/HAZMAT FEE			42.24

FINAL BILL: 10/20/23 02:00 PM THRU 10/31/23 09:32 AM.

2199.54

SUBTOTAL	2199.54
TAX	129.43
INVOICE TOTAL	2328.97

RENTAL RETURN

NET 30

MICHELLE METZGER michelle.metzger@sunbeltrentals.com

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: **Approval of Central Office Paving Phase I**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation from the Owner’s Representative, Plante Moran Realpoint, to approve Nagle Paving Company, located in Novi, Michigan for the Central Office Phase I paving project in the total amount of \$980,738, which includes contingency, and authorize the Superintendent or her designee to negotiate and execute final contracts.

RATIONALE:

This is a planned sinking fund project that will take place over the summer of 2024. It is phase one of potentially six to repave the Central Office Complex asphalt. The paving at the Central Office Complex is very old and in poor condition and is need of replacement.

BUDGETARY INFORMATION:

Sinking Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

May 10, 2024

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

RE: Sinking Fund Projects
Contract Award Recommendation for 2024 Pavement Projects
Central Office – Phase #1

Dear Mr. Francis:

This letter transmits an update from Plante Moran Realpoint (PMR) as it relates to the assignment to assist and advise Livonia Public Schools (LPS) in its selection of a Prime Contractor for the Project listed above. This update represents the mutual efforts of PMR, NTH Consultants, LPS administration and staff (the Team) to present a framework in order to identify, evaluate and recommend a Prime Contractor firm for this Project.

On April 25, 2024, Construction Documents were formally issued and made available. An advertisement for bids was published in a local newspaper and also posted to the required State of Michigan website.

On May 8, 2024, three (3) bid proposals were received for the Project, and were reviewed and evaluated by the team. A post bid interview with the apparent low bidder was conducted on May 8th, 2024 with various members of the Team participating. The scope of work, schedule, and other particulars regarding the work were reviewed and clarified.

Upon completion of the interview, and after subsequent clarifications and discussions, the Team is **recommending Nagle Paving Company** for contract award as they are the lowest responsible bidder for the Project.

Including hard construction of \$891,580.00 and construction contingency of \$89,185.00, the total Project award **recommendation equals \$980,738.00.**

For the Prime Contractor, the costs for this work will be detailed in AIA Contract A105 – 2017 Standard Form of Agreement between Owner and Contractor, pending final review and approval of terms by district legal counsel.

The Team is available at the Board’s convenience to answer any questions regarding bidding, the proposals, interview process, or the recommendation herein. Please direct all questions through me via email at brian.weber@plantemoran.com.

Sincerely,

PLANTE MORAN REALPOINT



Brian Weber

Senior Vice President

Enclosures: Cost Summary
NTH Recommendation Letter
Bid Tabulation
Phase 1 Map – Area of Work



**SINKING FUND
CENTRAL OFFICE PAVING - PHASE 1
COST SUMMARY**

	Hard Construction		
Project	Budget	Actual	Variance
Central Office Paving - Phase 1	\$ 900,000	\$ 891,580	\$ (8,420)
Totals	\$ 900,000	\$ 891,580	\$ (8,420)

	Construction Contingency		
	Budget	Actual (10%)	Variance
	\$ 100,000	\$ 89,158	\$ (10,842)
Totals	\$ 100,000	\$ 89,158	\$ (10,842)

	Total Project Costs		
	Budget	Actual	Variance
	\$ 1,000,000	\$ 980,738	\$ (19,262)
Totals	\$ 1,000,000	\$ 980,738	\$ (19,262)

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

May 10, 2024
NTH Project No. 23001951-00

**RE: 2024 Livonia Public Schools Central Paving Program: Phase 1
15125 Farmington Road
Livonia, Michigan**

Dear Mr. Francis,

Per our discussion and review of the Contractor's bids received, we have reviewed the Contractors' bid totals for the referenced project. Based on our review of the bids; specifically, the total bid to complete the work and the proposed contractor schedules, we recommend Livonia Public Schools issue a contract with Nagle Paving for the 2024 Livonia Public Schools Central Office Pavement Program, Phase I.

Nagle Paving was the lowest qualified bidder for this project. According to Nagle's quote, the total construction contract amount is \$891,580.

Nagle Paving has provided an Alternate to substitute the specified MDOT 13A/36A mixes with 4EML/5EML mixes in the standard-duty areas. Nagle Paving indicated that the substitution is for constructability and cost purposes as indicated in their attached letter. We note that:

- a. Per the MDOT guidelines for HMA selection, the 4EML and 5EML are not superior mixes for the traffic loading anticipated in the light duty areas.
- b. Nagle could get the two mixes from two separate plants to allow for continuous paving; presumably that would be a little more expensive. MDOT 2020 Standard Specs section 501.F.2.c addresses Vertical Longitudinal Joints if they are unable to procure the mixes for continuous paving.
- c. A slightly different appearance is possible and may even be desirable to delineate bus routes vs regular traffic routes.
- d. The use of Nagle Paving alternate 4EML and 5EML in the standard duty areas may reduce pavement performance.

If LPS elects to accept the alternate, it will reduce the construction contract amount to \$888,580.

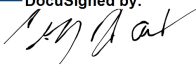
We recommend maintaining some contingency funds for the project on the order of 10 percent for unforeseen conditions that may be encountered.



Should you have any questions or need additional information regarding the project scope or budget, feel free to contact Cliff J. Andrews at (248) 640-0466.

Sincerely,

NTH Consultants, Ltd.


DocuSigned by:

CC62C3695D554CC...

Cliff J. Andrews
Principal Professional

CJA/DRL/mlk

Attachments

cc: Harry Lau, Livonia Public Schools
Brian Webber, Plante Moran Realpoint

DocuSigned by:

2BF41F0D0F4749B...

David R. Lutz, P.E.
Senior Vice President

NAGLE PAVING COMPANY

39525 WEST 13 MILE RD.
SUITE 300
NOVI, MI 48377
(248) 553-0600 FAX (248) 553-0669

May 9th, 2024

Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154
Attn: Harry Lau
CC: Brian Weber – Plant Moran Realpoint
David R. Lutz P.E. - NTH Consultants, LTD.

RE: LPS Central Office Phase 1 Proposal
Voluntary Alternate Proposal

Mr. Lau,

I am writing to you as a follow up to our conversation on May 9th, 2024, and to better document our voluntary alternate that was included in our proposal dated the same.

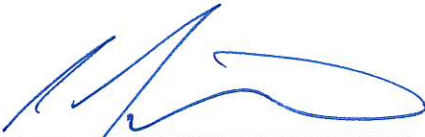
The voluntary alternate we submitted was to substitute the specified MDOT 13A/36A mixes in the standard-duty paving areas with the specified 4EML/5EML mixes that are to be used in the heavy-duty areas. The reasons for this request are as follows:

1. Should we utilize the specified 13A/36A mixes in the standard duty areas, we will have constructability concerns. These concerns are directly related to the standard duty and heavy-duty areas touching each other. Should we use two different mixes next to each other, we will have to stop paving operations to switch into the different mixes. The plant will not be able to run the mixes at the same time (due to multiple reasons). We will have to make all the 13A, place it, then switch over to the 4EML. The mats will not be able to be placed continuously and cold joints will happen. This will also happen during the placement of the top course. The cold joints will most likely cause premature pavement degradation/cracking and in the wearing course, they will also be unsightly.
2. The 36A and 5EML while similar, and not the same mix. They will have a different aesthetic appearance after placement. We believe this will be visible and not the desired result that the district will want to see visually in the final product.
3. To try to pave a lot in this fashion (different mixes in contiguous mats) is not only not standard construction practice, but also cumbersome. Also, it leaves open a larger risk of mistakenly placing one mix in an area it should not be in, causing nonconformance. Especially in the wearing course.
4. Lastly, the 13A/36A are Marshall mixes while the 4EML/5EML are Superpave mixes. They are handled differently in the field (specifically rolling patterns). Trying to joint these two together from a rolling pattern standpoint is also cumbersome and increases the risk of nonconformance (over rolling or under rolling that specific joint line).

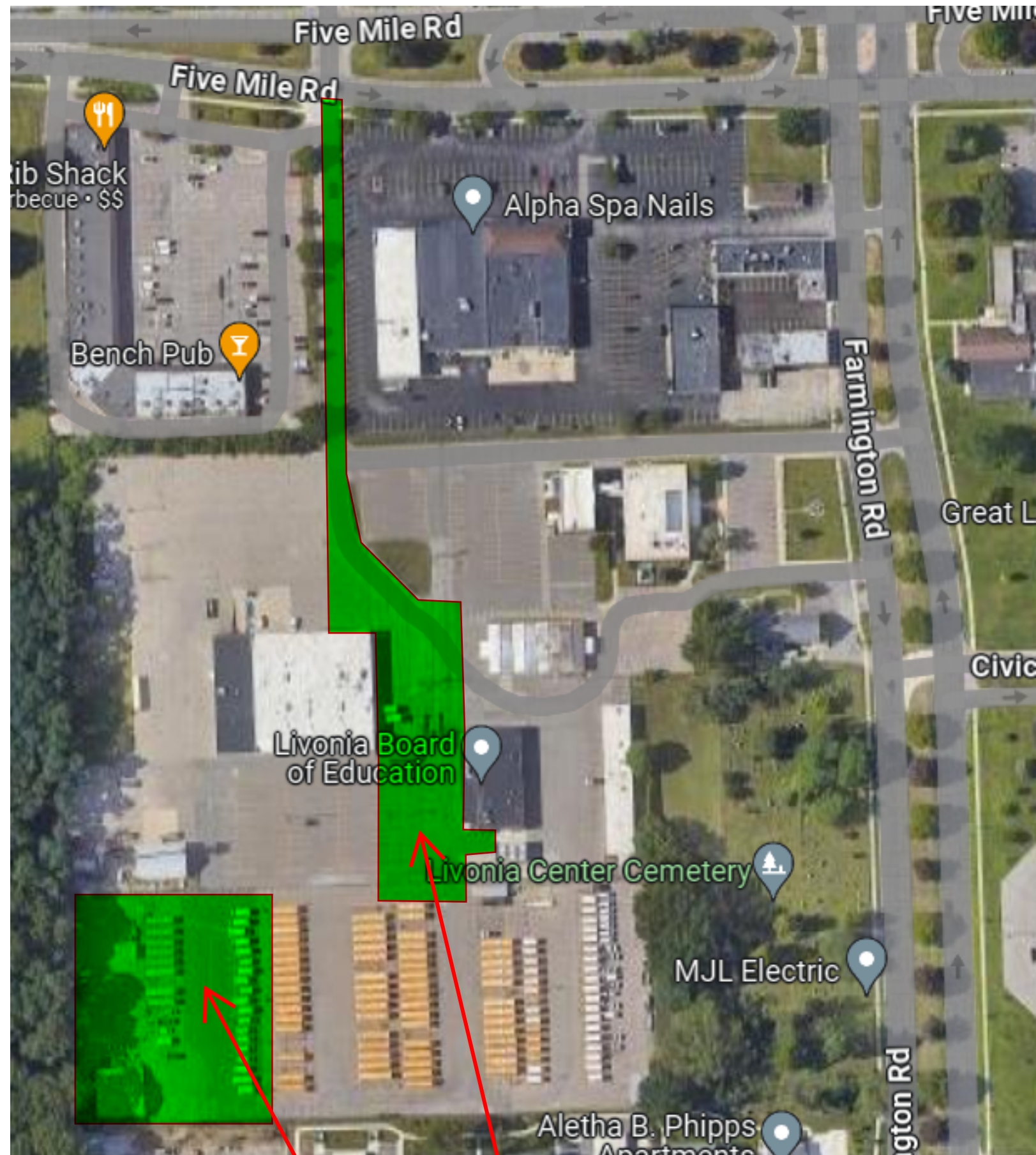
The 4EML and the 5EML are the superior mixes and meet the heavy-duty durability requirements of the project so we chose to offer those mixes as the voluntary alternate. We feel the uniformity in both cross-sections will better suit the project. From a cost standpoint, the Superpave mixes are slightly more expensive, but because using the same mixes in all areas creates a uniformity that makes our work easier, we have chosen to offer a credit to make the switch more appealing to you as the owner. And frankly, there is a value to the contractor to make the work a little easier with said uniformity.

Thank you for taking the time to speak to me regarding the voluntary alternate and for accepting this letter. Please feel free to contact us with any questions at (248) 765-3124 should you have any questions or need anything further.

Sincerely,



Rob Wilson
Vice President
Nagle Paving



84
Phase 1 Areas of Work

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC:Approval of Purchase of Livonia ECC Wireless Access Points – 2021 Bond

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation to purchase wireless access points for the Livonia Early Childhood Center from Sentinel Technologies, located in Livonia, Michigan in the total amount of \$49,356.

RATIONALE:

This is a planned purchase from the 2021 Bond for the wireless access points in the new Livonia Early Childhood Center so it will have WiFi, as all our school buildings have.

BUDGETARY INFORMATION:

2021 Bond

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached



We have prepared a contract for you

Meraki APs for ECC

Contract # 011190

NASPO (Michigan) MASTER #AR3227 PA #210000001333

Prepared for:

Livonia Public Schools

Tim Klan
tklan@livoniapublicschools.org



Appendix A

-

This Appendix A is governed by the Master Services Agreement by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Livonia Public Schools (Customer) with principal offices at 15125 Farmington Road, Livonia, MI 48154.

Hardware/Software Only

-

Hardware/Software only purchase of items listed in the Pricing Summary. No installation or professional services provided.

Access Points

Product Description	Qty	Price	Ext. Price
Catalyst 9164I AP (W6E, tri-band 4x4) w/Meraki	62	\$719.00	\$44,578.00
Shipping and Handling	1	\$500.00	\$500.00
Subtotal:			\$45,078.00

Licensing - 12 Months

Product Description	Qty	Price	Ext. Price
Initial Term: 12 Months Requested Start Date: 6/3/2024 Billing Model: Prepaid Renewal Term: Requote			
<i>Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.</i>			
Meraki SW Subscription	1	\$0.00	\$0.00
Meraki MR Essentials Subscription LIC and Support	62	\$69.00	\$4,278.00
Subtotal:			\$4,278.00



SENTINEL[®]

Invoicing, General Terms and Assumptions

Hardware Invoicing

Upon Shipment

If over \$100K, 50% deposit at time of order, will be invoiced in advance of shipment.

Subscription/License Invoicing

At the beginning of the contract - In Full

By issuing a purchase order in response to this quote or contract, Customer hereby agrees to be bound by the below terms and conditions, which shall prevail in the event of a conflict with any terms and conditions included within Customer's purchase order.

- *The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.*
- *For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.*
- *For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.*
- *Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.*
- *Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.*
- *Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.*



Invoicing, General Terms and Assumptions

Sentinel North America Standard

The Standard applies to Sentinel owned locations, and facilities in North America. These standards are based on the Universal Declaration for Human Rights and certain conventions of International Labor Organization. These standards may be revised from time to time by Sentinel, and notice of such modifications will be posted in Sentinel's client proposals.

- **Legal Compliance:** Sentinel undertakes to adhere to all applicable laws of the countries in which it operates, including those pertaining to employee health and safety, terms and conditions of employment and the environment.
- **Employee Health and Safety:** Sentinel undertakes to provide a safe operating environment that meets the higher of either the applicable legal standards or industry workplace standards.
- **Employment standards - Sentinel undertakes to comply with the following:**
 - **Minimum age of workers:** Sentinel will not employ workers that are younger than 14 years of age or the minimum age established by law, whichever is greater. Sentinel will observe all legal requirements for work of employees under 18 years of age, including those pertaining to hours of work and working conditions.
 - **Voluntary employment:** Sentinel will not use involuntary or forced labor, indentured, bonded or otherwise. Sentinel will not participate in human trafficking or unfair detainment.
 - **Wages and employment benefits:** Sentinel will pay at least minimum total compensation required by applicable local law, including any and all applicable mandated wages and overtime rates, allowances and benefits.
 - **Working hours:** Sentinel will maintain reasonable employee work hours in compliance with applicable law.
 - **Non-Discrimination:** Sentinel is an equal opportunity/affirmative action employer committed to a diverse and inclusive workplace. All hiring decisions are based on nondiscriminatory factors without regard to person's race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, marital status, genetics, disability, pregnancy, veteran status or any other basis protected by law. In addition, Sentinel Technologies, Inc. engages in affirmative action efforts, where appropriate, to employ, train and promote qualified minorities, women, the disabled, and veterans.
 - **Freedom of association:** Sentinel recognizes and respects the right of its workers to exercise lawful rights of free association, including joining or not joining any association.
 - **Fair treatment:** Sentinel will provide a work environment free of harassment, abuse or corporal punishment in any form.
- **Environment:** Sentinel will adhere to all applicable environmental laws of the country, region and city of operation. Sentinel will strive to surpass such requirements so as to reduce the environmental impact of their operations. Sentinel is committed to providing a safe workplace.
- **Ethics:** Sentinel has developed a policy and procedure establishing a Code of Business Conduct and Ethics. Sentinel strives to uphold the highest ethical standards.
- **Management Systems:** Sentinel has developed management systems to ensure compliance with all applicable law, regulation and any particular contractual requirements.

Payment Terms - Hardware

-

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30



Meraki APs for ECC

Prepared by:

Sentinel Technologies, Inc

Rob Shingle
734-794-5713
rshingle@sentinel.com

Prepared for:

Livonia Public Schools

15125 Farmington Rd
Livonia, MI 48154-5474
Tim Klan
+17347442550
tklan@livoniapublicschools.org

Contract Information:

Contract # 011190

Version: 1
Delivery Date: 05/08/2024
Expiration Date: 06/06/2024

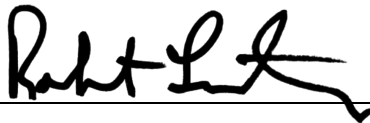
Quote Summary

Description	Amount
Access Points	\$45,078.00
Licensing - 12 Months	\$4,278.00
Total: \$49,356.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Sentinel Technologies, Inc

Livonia Public Schools

Signature: 
 Name: Robert Lenartowicz
 Title: Chief Operating Officer
 Date: 05/08/2024

Signature: _____
 Name: _____
 Title: _____
 Date: _____

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: Approval of Purchase of Classroom Technology – 2021 Bond

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation for the purchase and installation of interactive short-throw projectors and document cameras from Digital Age Technologies, located in Davison, Michigan for a total cost of \$1,902,004.57, which includes contingency.

RATIONALE:

This is a planned purchase from the 2021 Bond to replace the older interactive short-throw projectors and document cameras currently in use across the district that were originally purchased and installed during the 2013 Bond Initiative.

BUDGETARY INFORMATION:

2021 Bond

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached



Digital Age Technologies
 1333 S. Oak Rd
 Davision, MI 48423
 855-658-4500

LIVONIA PUBLIC SCHOOLS

CLASSROOM AV SYSTEMS	BASED ON REMC PRICING (EQUIPMENT ONLY)	DISTRICT		
Manufacture/Part Number	Product Discription	Sell	Qty	Total
EPSON PROJECTOR/DOCUMENT CAMERA	EPSON PROJECTOR/DOCUMENT CAMERA			
REMC-242796 770FI	EPSON INTERACTIVE PROJECTOR	\$ 1,890.00	805	\$ 1,521,450.00
REMC-242796 770FI (SPARES)	EPSON INTERACTIVE PROJECTOR	\$ 1,890.00	10	\$ 18,900.00
REMC-242794 DC-07	EPSON DOCUMENT CAMERA	\$ 174.00	805	\$ 140,070.00
REMC-242794 DC-07 (SPARES)	EPSON DOCUMENT CAMERA	\$ 174.00	10	\$ 1,740.00
Job Total	Job Total			\$ 1,682,160.00

LIVONIA PUBLIC SCHOOLS

LABOR TO INSTALL WITH CABLES REQUIRED

CLASSROOM AV SYSTEMS	BASED ON REMC PRICING	DISTRICT		
Manufacture/Part Number	Product Discription	Sell	Qty	Total
REMC-242839	A/V CABLES TEACHER PLATE TO DIS.			
15429	MONOPRICE 10' 18GB HDMI CABLE	\$ 11.19	805	\$ 9,006.98
5438	MONOPRICE USB-A TO USB-B 10' CABLE	\$ 2.79	805	\$ 2,244.98
DAT-3.5MM CABLE	DAT-3.5MM CABLE (PROJECTOR TO TEACHER PLATE)	\$ 12.32	805	\$ 9,917.60
REMC-242834	INSTALLATION LABOR			
LABOR DISPLAY/MOUNT	LABOR DISPLAY/MOUNT	\$ 100.00	1086.75	\$ 108,675.00
Job Total	Job Total			\$ 129,844.57

LIVONIA PUBLIC SCHOOLS

LABOR ONLY UNIT PRICE

CLASSROOM AV SYSTEMS	BASED ON REMC PRICING	DISTRICT		
Manufacture/Part Number	Product Discription	Sell	Qty	Total
REMC-242834	INSTALLATION LABOR			
LABOR DISPLAY/MOUNT	LABOR DISPLAY/MOUNT	\$ 100.00	1.35	\$ 135.00
Job Total	Job Total			\$ 135.00

LIVONIA PUBLIC SCHOOLS

REPLACE BAD HDMI CABLE

CLASSROOM AV SYSTEMS	BASED ON REMC PRICING	DISTRICT		
Manufacture/Part Number	Product Discription	Sell	Qty	Total
REMC-242839	A/V CABLES TEACHER PLATE TO DIS.			
15429	MONOPRICE 15' 18GB HDMI CABLE	\$ 15.68	1	\$ 15.68
5438	MONOPRICE USB-A TO USB-B 15' CABLE	\$ 2.79	1	\$ 2.79
SHIPPING	SHIPPING	\$ 5.53	1	\$ 5.53
Job Total	Job Total			\$ 24.00

BASE BID \$ 1,812,004.57

NO ALLOWANCE PROVIDED

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: **Approval of 2024-25 Lease Renewals**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve lease agreements with Garfield Cooperative Preschool, Himawari Preschool, and Livonia Little Tots, effective July 1, 2024 through June 30, 2025, for a combined annual total amount of **\$272,106**.

RATIONALE:

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

BUDGETARY INFORMATION:

Annual total amount **of \$272,106** into the General Fund.

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached



LEASE AGREEMENT

THIS LEASE is made and entered into on **July 1, 2024**, by and between LIVONIA PUBLIC SCHOOLS, the Lessor (hereinafter designated as the “Lessor”), and HIMAWARI PRESCHOOL (hereinafter designated as the “Lessee”).

WITNESSETH:

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

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

for a term of one (1) year from and after **July 1, 2024 – June 30, 2025**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Forty-two thousand, one hundred eighty and 00/100 dollars (\$42,180.00)**. The monthly payment of **Three thousand, five hundred, fifteen and 00/100 (\$3,515.00)** is due on the first of each month for the term of the lease.

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

in payment of rent.

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

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

The Lessee shall use the premises during regular school hours and during regular custodial hours per employee contracts. In the event over holidays or weekends the Lessee is the sole occupant of the building, Lessee will accept full responsibility for entering, locking and securing the facility in accordance with Lessor's security regulations.
10. **FIRE.** It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Lessor

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

- 11. REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises.
- 12. INDEMNIFICATION.** The Lessee agrees, to the extent permitted by law, to indemnify and hold Lessor harmless against all liabilities, damage to any person or property in, on or about said leased premises, or other expenses, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Lessor from any act of neglect or default by Lessee occurring during the term of this Lease, including any liability, damage or injury to the Lessee, its agents, employees, invitees or other persons entering the premises, or to goods and chattels therein, resulting from any defect in the structure or its equipment, or in the structure or equipment of structure of which the demised premises are a part. This obligation shall survive any termination of this Lease.
- 13. INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars property damage insurance resulting from any one occurrence. Lessee shall deliver said policies to the Lessor and upon Lessee's failure so to do the Lessor may at his option obtain such insurance the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day or terminate lease.
- 14. REPAIRS AND ALTERATIONS.** Except as provided in Paragraph 12 hereof, the Lessee further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The Lessee shall not make any alterations, additions, or improvements to said premises without the Lessor's prior written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the premises at the termination

of this lease, without molestation or injury.

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

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

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

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

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

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

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

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

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

21. DISCLAIMER. The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the

premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Lessee or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

- 22. HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary. Rent shall be in the amount 1 1/2 times monthly hereunder.
- 23. RIGHT OF FIRST REFUSAL.** During the term of this Lease, Lessee shall have the right of first refusal on any additional square footage of space (the "Expansion Space") located in the Taylor School. If at any time during the term of this Lease, Lessor receives an offer to rent all or a portion of the Expansion Space, Lessor shall provide Lessee with the first offer to rent said Expansion Space, but otherwise on the same terms and conditions as set forth in this Lease. Lessee shall have seven (7) days after receipt of written notification of said third party offer, including a copy of the offer, to exercise its right hereunder. If Lessee does not exercise its right hereunder within said seven (7) day period, Lessor may rent the additional space to such third party. If such third party decides not to rent the additional space, Lessee's right of first refusal hereunder shall continue with respect to future third party offers.
- 24. ACCESS TO PREMISES.** The Lessor shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary, he may demand that the Lessee make the same if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to his stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that he will forthwith on demand pay to the Lessor the cost thereof with interest at 10% annum, and if he shall make default in such payment the Lessor shall have the remedies provided in Paragraph 5. hereof.
- 25. RE-ENTRY.** In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Lessee and each and every occupant to remove and put out.
- 26. QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
- 27. EXPENSES-DAMAGES RE-ENTRY.** In the event that the Lessor shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Lessee hereby agrees to pay out the Lessor the expense incurred in obtaining possession of said premises including attorney's fees and court costs, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
- 28. REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative and shall not be exclusive of any

other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

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

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

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

IN THE PRESENCE OF:

LIVONIA PUBLIC SCHOOLS

By: _____
**Assistant Superintendent of
District Services**

By: _____
Livonia Board of Education President

By: _____

By: _____
Livonia Board of Education Secretary

IN THE PRESENCE OF:

By: _____

By: _____
**Ted Delphia
Himawari Preschool**



LEASE AGREEMENT

THIS LEASE, made this day, effective **July 1, 2024**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor), and the LIVONIA LITTLE TOTS DAY NURSERY Lessee (hereinafter designated as the Lessee).

WITNESSETH:

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

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

The total lease space is 19,600 square feet (of which the portion of LMC used is 7,000 square feet) for a term of twelve (12) months from and after **July 1, 2024– June 30, 2025**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Two hundred eleven thousand nine hundred twenty-six, and 00/100 cents (\$211,926.00)**. The monthly payment of **Seventeen thousand, six hundred sixty and 50/100 (\$17,660.50)** is due on the first of each month for the term of the lease.

- 1a. **RENT DEPOSIT.** Lessee at the time of making the original lease agreement issued to the Lessor a deposit (\$1,000.00) for security purposes. At the termination of this lease, a determination will be made as to the rebate value of said deposit. Due consideration will be given to normal "wear and tear" in determining the amount of rebate.
2. **RENT.** The Lessee hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Lessor at the dates and times above mentioned, the rent above reserved.
3. **SERVICES.** The Lessor shall provide custodial services, electrical utilities, water and heat to the premises. Lessee shall arrange for the installation of any telephones at its own cost and shall be responsible for any telephone charges.
4. **INSURANCE.** In addition to the rentals hereinbefore specified, the Lessee agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this lease on the amount of insurance now carried by the Lessor on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Lessee or the character of its occupancy, whether or not the Lessor has consented to the same.

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

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

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

any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Lessor may at his option terminate this lease forthwith and re-enter and repossess the leased premises. The Lessee shall use the premises during regular school hours and during regular custodial hours per employee contracts. In the event over holidays or week-ends the Lessee is the sole occupant of the building, Lessee will accept full responsibility for entering, locking and securing the facility in accordance with Lessor's security regulations.

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

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

- 15. REPAIRS AND ALTERATIONS.** Except as provided in Paragraph 12 hereof, the Lessee further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The Lessee shall not make any alterations, additions, or improvements to said premises without the Lessor's prior written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.
- 15a. SIGN.** Lessee shall be entitled to erect signs advertising its business with the sign and its location to be reasonable to the Lessor.
- 16. LESSOR ACCESS.** The Lessee covenants and agrees that the Lessor may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Lessor essential to the use and occupancy of other parts of the Lessor's building.
- 17. EMINENT DOMAIN.** That in the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of the Lessor, and the Lessee hereby assigns to the Lessor all the Lessee's right, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers the Lessor in the name of the Lessee to receipt and give acquittance therefore, and to make, execute and deliver in the Lessee's name any release or other instrument that may be required to recover any such award or judgment.

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

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

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

19. **COMPLIANCE WITH LAWS.** The Lessee shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby and the cleanliness, safety, occupation and use of same.
20. **CONDITION OF PREMISES AT TIME OF LEASE.** The Lessee further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Lessor, or his agent, which are not herein expressed, and the Lessee hereby accepts the leased premises in their present condition at the date of the execution of this lease.
21. **DISCLAIMER.** The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Lessee or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.
22. **HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary. Rent shall be in the amount 1 ½ times monthly hereunder.
23. **ACCESS TO PREMISES.** The Lessor shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary, he may demand that the Lessee make the same if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to his stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that he will forthwith on demand pay to the Lessor the cost thereof with interest at 10% annum, and if he shall make default in such payment the Lessor shall have the remedies provided in Paragraph 5. hereof.
24. **RE-ENTRY.** In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises and the Lessee and each and every occupant to remove and put out.
25. **QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

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

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

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

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

IN THE PRESENCE OF:

By: _____
Assistant Superintendent
of District Services

By: _____

LIVONIA PUBLIC SCHOOLS

By: _____
Livonia Board of Education President

By: _____
Livonia Board of Education Secretary

IN THE PRESENCE OF:

By: _____

By: _____
Elizabeth Cinque, Director
Livonia Little Tots Day Nursery



LEASE AGREEMENT

THIS LEASE, made this first day of **July 1, 2024**, by and between LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT, the Lessor (hereinafter designated as the Lessor) and GARFIELD COOPERATIVE PRESCHOOL, INC., the Lessee (hereinafter designated as the Lessee).

WITNESSETH

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

A portion of the property known as **Garfield Community School,**
located at 10218 Arthur, Livonia, Michigan, and set forth
on the plan of said school attached as Exhibit "A" as follows:

Classrooms #36 and #37 - consisting of approximately 1,700 square feet. Additionally, access to the play structure on premises

for a term of one (1) year from and after **July 1, 2024 – June 30, 2025**, fully to be completed and ended the Lessee yielding and paying during the continuance of this lease unto the Lessor for annual rent of said premises the amount of **Eighteen thousand and 00/100 dollars (\$18,000.00)**. The monthly payment of **One thousand, five hundred and 00/100 (\$1,500.00)** is due on the first of each month for the term of the lease.

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

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

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

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

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

11. **FIRE.** It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Lessor will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition; provided however, that if the Lessee shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental if such fire or other cause damaging or destroying the lease premises shall result from the negligence or willful act of the Lessee, his agents or employees, and provided further that if the Lessee shall use any part of the Leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Lessee, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Lessor may at his option terminate this lease forthwith by a written notice to the Lessee.
12. **REPAIRS.** The Lessor after receiving written notice from the Lessee and having reasonable opportunity thereafter to obtain the necessary workmen, therefore, agrees to keep in good order and repair the roof and the four outer walls of the premises. **Notwithstanding the foregoing, during the term of this Lease, Lessor shall not be responsible to make any capital improvements or repairs to the Building or within the Premises exceeding \$30,000.00 Dollars.**
13. **INDEMNIFICATION.** The Lessee agrees and shall indemnify and hold Lessor harmless against all liabilities, damage to any person or property in, on or about said leased premises, or other expenses, including reasonable attorneys fees, which may be imposed upon, incurred by, or asserted against the Lessor from any act of neglect or default by Lessee occurring during the term of this lease, including any liability, damage, or injury to the Lessee, its agents, employees, invitees, or other persons entering the premises, or to goods and chattels therein, resulting from any defect in the structure or its equipment, or in the structure or equipment of structure of which the demised premises are a part. This obligation shall survive any termination of this lease.
14. **INSURANCE.** The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Lessor in the sum of five hundred thousand (\$500,000) dollars for damages resulting to one person and one million (\$1,000,000) dollars for damages resulting from one casualty, and one hundred thousand (\$100,000) dollars

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

15. **REPAIRS AND ALTERATIONS.** Except as provided in paragraph 12 hereof, the Lessee further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in a good repair, and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements expected. The Lessee shall not make any alterations, additions, or improvements to said premises without the Lessor's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Lessee, shall be the property of the Lessor, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury. Lessee shall, within the scope of this agreement, be permitted to install kitchen facilities. Such facilities shall be in complete compliance with any and all regulations pertinent to said installations.
- 15a. **SIGN.** Lessee shall be entitled to sign usage, advertising its business, in front of the leased premises. The cost for such signage, however, shall be borne solely by the Lessee. Any other signage (including any fixtures to the building of the leased premises) shall be allowed, and shall be at Lessee's sole cost. Lessee shall not place in, on or about any door or window any lettering, placard or window signs without first receiving Lessor's prior written consent. All signage must comply with City of Livonia Sign Ordinance.
16. **LESSOR ACCESS.** The Lessee covenants and agrees that the Lessor may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Lessor essential to the use and occupancy of other parts of the Lessor's building.
17. **EMINENT DOMAIN.** That in the event the premises, or any part thereof, are taken through exercise of the power of eminent domain, the entire award for damages to the premises, both leasehold and reversion, shall be the sole property of the Lessor, and the Lessee hereby assigns to the Lessor all the Lessee's right, title and interest in any joint award made pursuant to any such proceedings, and authorizes and empowers the Lessor in the name of the Lessee to receipt and give acquittance therefor, and to make, execute and deliver in the Lessee's name any release or other instrument that may be required to recover any such award or judgment.

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

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

the premises.

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

18. **RESERVATION.** The Lessor reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Lessee shall not erect any structure for storage or any aerial, or use the roof for any purpose without the consent in writing of the Lessor.
19. **COMPLIANCE WITH LAWS.** The Lessee shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.
20. **CONDITION OF PREMISES AT TIME OF LEASE.** The Lessee further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the conditions or state of repairs thereof have been made by the Lessor, or his agent, which are not herein expressed, and the Lessee hereby accepts the leased premises in their present condition at the date of the execution of this lease.
21. **DISCLAIMER.** The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of person occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Lessee or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.
22. **HOLDING OVER.** It is hereby agreed that in the event of the Lessee herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.
23. **ACCESS TO PREMISES.** The Lessor shall have the right to enter upon the lease premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary, he may demand that the Lessee make the same if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to his stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that he will forthwith on demand pay to the Lessor the cost thereof with interest at 10% per annum, and if he shall make default in such payment the Lessor shall have the remedies provided in paragraph five hereof.
24. **RE-ENTRY.** In case any rent shall be due and unpaid or if default be made in any of the

covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said premises and the Lessee and each and every occupant to remove and put out.

25. **QUIET ENJOYMENT.** The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
26. **EXPENSES-DAMAGES RE-ENTRY.** In the event that the Lessor shall during the period covered by this lease, obtain possession of said premises by re-entry proceedings, or otherwise, the Lessee hereby agrees to pay out the Lessor the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
27. **REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
28. **WAIVER.** One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.
29. **NOTICE.** Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Lessee is in writing addressed to the Lessee at his last know Post Office address or at the leased premises and deposited in the mail with postage prepaid.
30. **OPTION TO EXTEND OR RENEW.** Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost-of-living index for the previous twelve-month period. As used herein, the cost-of-living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.
31. **OPTION TO TERMINATE.** It shall be understood that upon a written ninety (90) days notice to the Lessee, the Lessor reserves the right to terminate said Lease Agreement if it becomes necessary to use the facilities for its own purposes.
32. **TAXES AND ASSESSMENTS.** Lessor shall use its best efforts to maintain the current tax-exempt status for the premises. However, should a possessory interest tax or any other personal property or real property tax or assessment whatever be assessed against the Lessor or the premises as a result of the lease of the premises, the Lessee agrees to and shall pay its pro rata share of all such foregoing taxes and assessments and charges prior to the date of

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

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

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

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

IN THE PRESENCE OF:

LIVONIA PUBLIC SCHOOLS

By: _____
**Assistant Superintendent
of District Services**

By: _____
Livonia Board of Education President

By: _____

By: _____
Livonia Board of Education Secretary

IN THE PRESENCE OF:

GARFIELD CO-OP NURSERY

By: _____

By: _____
Garfield Co-op President

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: **Approval of Purchase of Copy Paper**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve an additional amount for the purchase of copy paper from Contract Paper Group, Cuyahoga Falls, Ohio in the amount of \$25,000.

RATIONALE:

Contract Paper Group has been awarded the Wayne County RESA paper supply contract via a county-wide bid process. This purchase is for standard 8.5 x 11 white paper and is an annual purchase from the General Fund. This additional amount will allow the district to purchase enough paper for the remainder of the 2023-24 school year.

BUDGETARY INFORMATION:

General Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: Purchase of LPS Merchandise

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools authorize an additional \$5,000 for the purchase of Livonia Public Schools merchandise from MBS Incorporated, South Lyon, Michigan bringing the total amount not to exceed \$105,000 for the Spring 2024 purchase.

RATIONALE:

In March 2024, the Board of Education approved the purchase of Livonia Public Schools merchandise from MBS Incorporated for an amount not to exceed \$100,000. The \$100,000 requested was an estimate. Actual cost was unknown at the time because it was the District's desire to give staff the opportunity to select which piece of LPS spirit wear they would like from a preselected choice of options, and it was unknown how many staff members would participate. Now that ordering has been completed, actual cost is known, and additional authorization is need from the Board of Education to complete all orders.

BUDGETARY INFORMATION:

General Fund

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

none



248.486.3438
Design | Print | Promote

Invoice

Date	Invoice #
5/6/2024	21515

Bill To
Livonia Public Schools 15125 Farmington Rd Livonia, MI 48154

Ship To
27 Drop Ship Locations

P.O. Number	Terms	Ship	Via	F.O.B.	JOB#
	Due on receipt				20116

Quantity	Description	Price Each	Amount
1	LPS Spring 2024 Staff Appreciation Orders per attached spreadsheet	101,458.00	101,458.00T
1	Less Deposit Received 4/12/24	-20,000.00	-20,000.00T
	Tax-Exempt Group	0.00%	0.00

Total		\$81,458.00
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REMIT TO: MBS, Inc., 22104 Chesapeake Circle, Commerce Twp, MI 48390
admin@mbsprintsolutions.com

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION
May 20, 2024**

TOPIC: **Approval of Resolution for Wayne RESA’s
2024-2025 General Fund Operating Budget**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools adopt the attached resolution in support of the Wayne County Regional Educational Service Agency (“RESA”) General Fund Operating budget for the 2024-2025 school year.

RATIONALE:

This is being done to be compliant with Section 380.624 of the Revised School Code which states that an intermediate school board shall submit its proposed budget for the next school fiscal year to the board of each constituent district for review. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Attached



PRELIMINARY BUDGET
Wayne RESA
2024-2025

Comments

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

April 30, 2024

Dear Superintendents and Board of Education Members:

This budget package reflects the projected financial profile of the Wayne County Regional Educational Service Agency's operations for fiscal year 2024-25. This information was presented to the Wayne RESA Board of Education on April 17, 2024, for review and discussion. A hearing for constituent districts will be held at the May 15, 2024, Wayne RESA Board of Education meeting. The budget is also being presented for formal approval at the June 12, 2024, meeting of the Board.

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

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

Your questions or points of interest regarding this proposed budget are invited and should be directed to Drew McMechan, Assistant Superintendent of Financial Services at (734) 334-1564 or at mcmecha@resa.net

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

Sincerely,



Daveda J. Colbert, Ph.D.
Superintendent



Foreword



Who We Are and What We Do

Wayne RESA is a regional educational service agency that provides a wide variety of services to children, families and communities. We coordinate many of our programs with Wayne County's 33 public school districts and 97 public school academies. We also provide services to local and intermediate school districts in other parts of the state.

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

With a projected budget of over \$745 million, Wayne RESA's budget includes **more than \$587 million that is distributed to local districts and agencies**

to cover the costs related to special education, Medicaid, the enhancement millage, and other special projects and grant-funded initiatives.

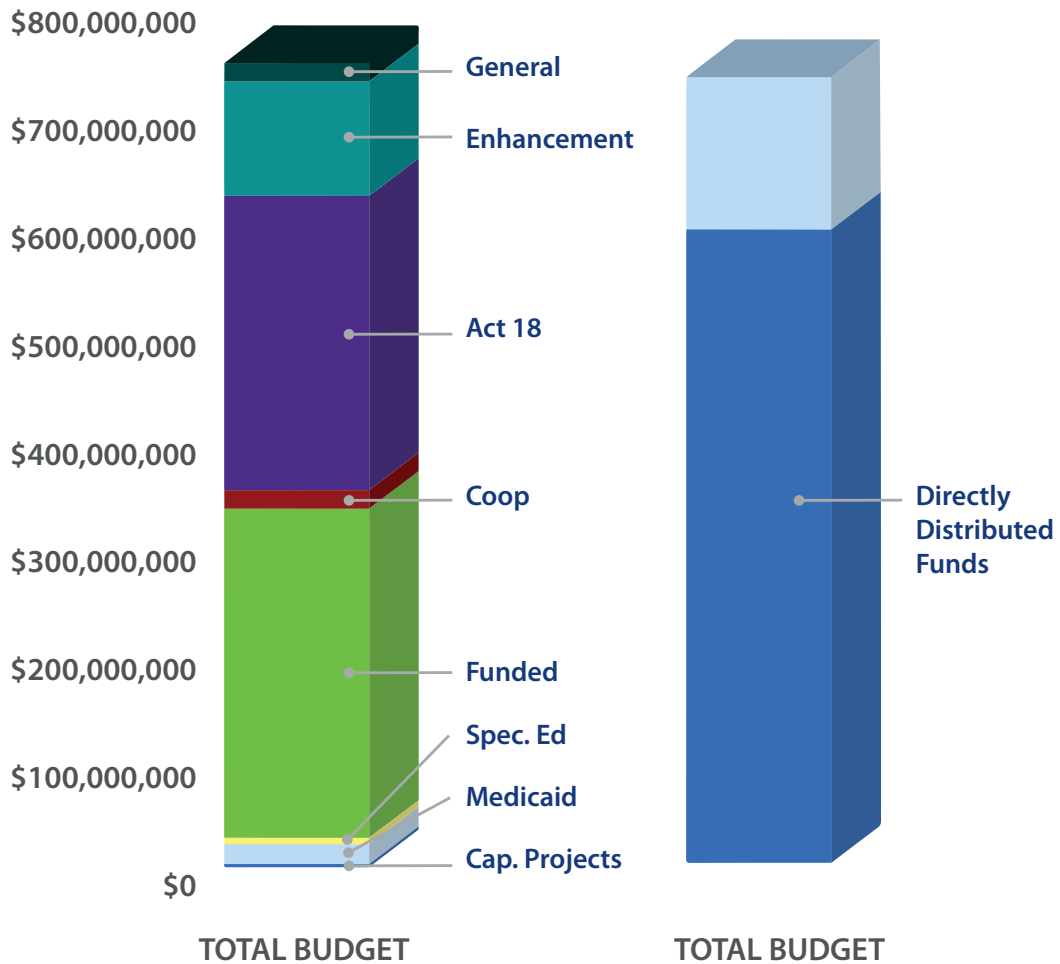
The Preliminary Budget reflects the expected revenues and planned expenditures for the 2024-2025 fiscal year. While projections are as precise as available information will permit, it is anticipated that adjustments will be necessary during the coming year.

The Preliminary Budget provides a comprehensive financial profile of all of the funds of Wayne RESA, as well as supplementary information to promote a more complete understanding of WRESA's financial structure.

Each of the individual funds includes a brief description of their purpose, and in the case of the General Operating Fund and the Cooperative Fund, are followed by links to detailed budgets for each cost center.

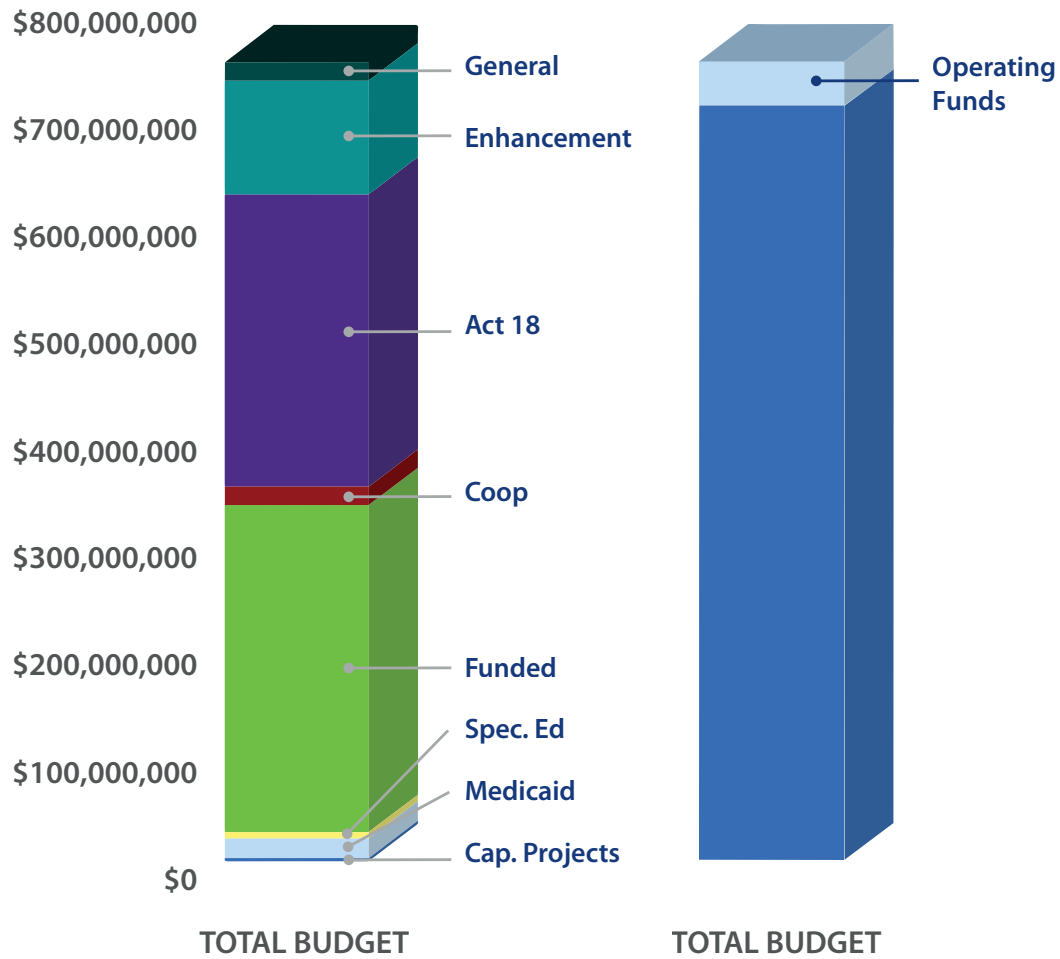
Wayne RESA 2024-25 Budget

Wayne RESA's total budget across all funds is over \$745 million. Of this, \$587 million is directly distributed to schools.



Wayne RESA 2024-25 Budget

Wayne RESA's Operating Funds, the General, Cooperative, Special Education Operating, and Capital Projects Funds, represent 5.75% of all the Agency's expenditures..



Budget by Service Area

Wayne RESA's Operating Expenditures are further divided into both indirect services and direct services to districts. Indirect services and administration costs account for approximately 28% of costs, while direct services to districts make up the remaining 72%.

Wayne RESA 2024-25 Operating Funds Budget by Service Area



General Fund

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

	2023-24 Approved Budget	2024-25 Proposed Budget
Beginning Fund Balance	\$23,694,132	\$18,233,209
Revenues		
Local Sources	\$7,863,000	\$8,078,700
State Sources	15,555,900	15,555,900
Incoming Transfers – Other Governmental Agencies	343,000	343,000
Incoming Transfers – Other Funds	1,100,000	1,100,000
Total Revenues	\$24,861,900	\$25,077,600
Expenditures		
Salaries	\$6,745,890	\$7,352,200
Employee Benefits	4,389,300	4,732,100
Purchased Services	2,494,500	2,554,500
Supplies and Materials	546,800	546,800
Capital Outlay	3,495,500	1,236,500
Other Expenses	160,100	160,100
Outgoing Transfers – Other Governmental	252,000	252,000
Other Funds	8,129,400	9,754,400
Total Expenditures	26,213,490	26,588,600
Ending Fund Balance	\$22,342,542	\$20,831,542

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

Enhancement Millage Fund

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

	2023-24 Approved Budget	2024-25 Proposed Budget
Beginning Fund Balance	\$0	\$0
Revenues		
Local Sources	\$100,126,000	\$104,960,550
State Sources	1,130,000	1,130,000
Incoming Transfers – Other Governmental Agencies	0	0
Incoming Transfers – Other Funds	0	0
Total Revenues	\$101,256,000	\$106,090,550
Expenditures		
Salaries	\$0	\$0
Employee Benefits	0	0
Purchased Services	0	0
Supplies and Materials	0	0
Capital Outlay	0	0
Other Expenses	0	0
Outgoing Transfers – Other Governmental	101,256,000	106,090,550
Other Funds	0	0
Total Expenditures	\$101,256,000	\$106,090,550
Ending Fund Balance	\$0	\$0

Act 18 Fund

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

	2023-24 Approved Budget	2024-25 Proposed Budget
Beginning Fund Balance	\$307,583,141	\$268,787,541
Revenues		
Local Sources	\$170,397,100	\$178,173,340
State Sources	39,998,600	39,998,600
Incoming Transfers – Other Governmental Agencies	500,000	500,000
Incoming Transfers – Other Funds	5,600,000	5,600,000
Total Revenues	\$216,495,700	\$224,271,940
Expenditures		
Salaries	\$14,000	\$15,300
Employee Benefits	10,300	11,200
Purchased Services	2,149,800	2,149,800
Supplies and Materials	186,600	186,600
Capital Outlay	22,000,000	15,169,000
Other Expenses	100	100
Outgoing Transfers – Other Governmental	227,975,100	255,290,200
Other Funds	2,955,400	4,069,000
Total Expenditures	\$255,291,300	\$276,891,200
Ending Fund Balance	\$268,787,541	\$216,168,281

Cooperative Education Fund

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

	2023-24 Approved Budget	2024-25 Proposed Budget
Beginning Fund Balance	\$4,057,540	\$3,257,540
Revenues		
Local Sources	\$113,500	\$136,700
Incoming Transfers – Other Governmental Agencies	8,353,800	8,710,400
Incoming Transfers – Other Funds	6,270,700	6,816,000
Total Revenues	\$14,738,000	\$15,663,100
Expenditures		
Salaries	\$6,020,300	\$6,562,400
Employee Benefits	4,040,100	4,356,200
Purchased Services	4,264,800	4,913,800
Supplies and Materials	705,900	705,900
Capital Outlay	292,100	327,100
Other Expenses	211,500	211,500
Outgoing Transfers – Other Governmental	0	0
Other Funds	3,300	3,300
Total Expenditures	\$15,538,000	\$17,080,200
Ending Fund Balance	\$3,257,540	\$1,840,440

See the [Cooperative Fund details](#).

Funded Projects Fund

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

	2023-24 Approved Budget	2024-25 Proposed Budget
Beginning Fund Balance	\$ (567,307)	\$ (567,307)
Revenues		
Local Sources	\$4,207,730	\$17,994,255
State Sources	136,821,090	197,747,262
Federal Sources	144,148,861	136,633,101
Incoming Transfers – Other Governmental Agencies	2,065,327	1,923,224
Incoming Transfers – Other Funds	0	0
Total Revenues	\$287,243,008	\$354,297,842
Expenditures		
Salaries	\$4,728,040	\$13,578,367
Employee Benefits	0	8,952,692
Purchased Services	8,479,041	21,501,762
Supplies and Materials	4,560,972	5,206,001
Capital Outlay	0	5,000
Other Expenses	0	51,140
Outgoing Transfers – Other Governmental	268,280,371	301,338,427
Other Funds	1,194,584	3,664,453
Total Expenditures	\$287,243,008	\$354,297,842
Ending Fund Balance	\$(567,307)	\$(567,307)

Special Education Fund

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

	2023-24 Approved Budget	2024-25 Proposed Budget
Beginning Fund Balance	\$ -0-	\$ -0-
Revenues		
Local Sources	0	0
State Sources	\$1,590,700	\$1,590,700
Federal Sources	0	0
Incoming Transfers – Other Governmental Agencies	0	0
Incoming Transfers – Other Funds	3,255,400	4,369,000
Total Revenues	\$4,846,100	\$5,959,700
Expenditures		
Salaries	\$1,881,900	\$2,051,400
Employee Benefits	1,348,000	1,451,000
Purchased Services	554,900	1,396,000
Supplies and Materials	63,900	63,900
Capital Outlay	600,000	600,000
Other Expenses	5,800	5,800
Outgoing Transfers – Other Governmental	101,600	101,600
Other Funds	290,000	290,000
Total Expenditures	\$4,846,100	\$5,959,700
Ending Fund Balance	\$-0-	\$-0-

Medicaid Fund

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

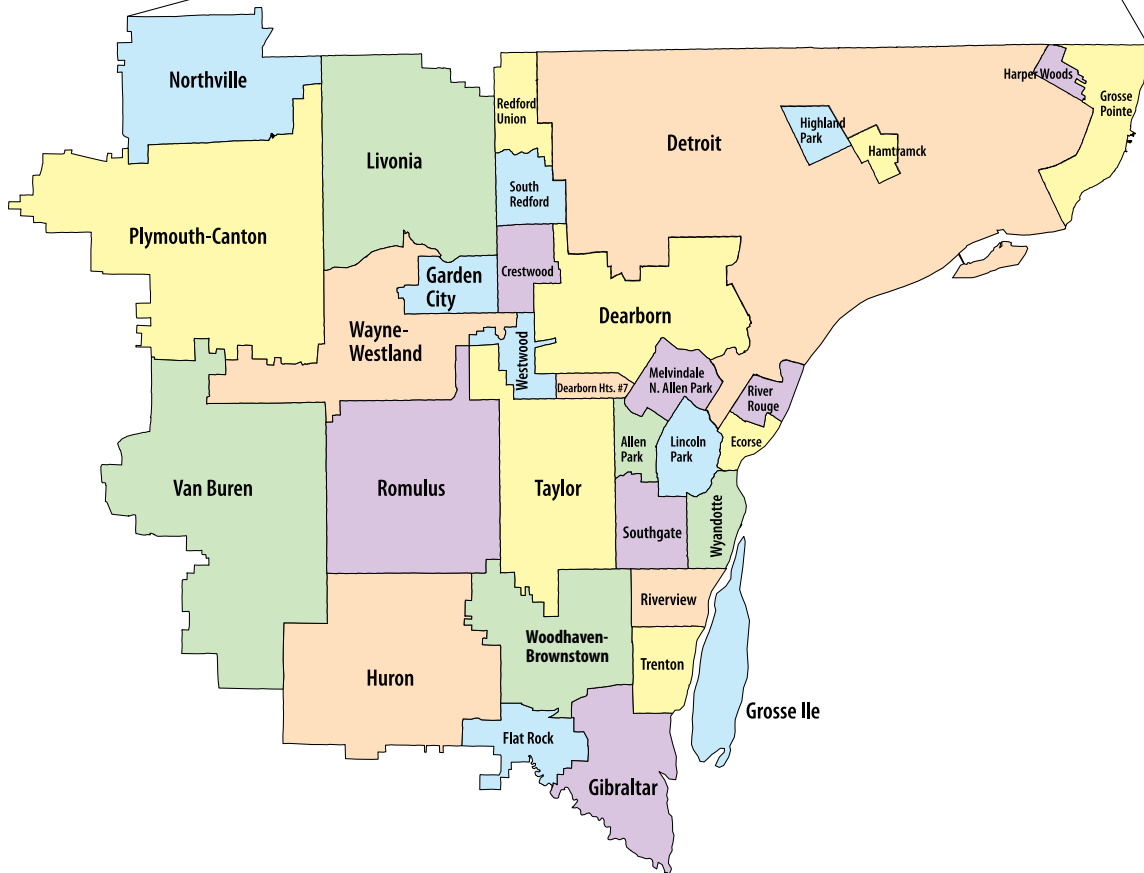
	2023-24 Approved Budget	2024-25 Proposed Budget
Beginning Fund Balance	\$-0-	\$-0-
Revenues		
Local Sources	\$18,352,100	\$18,397,800
Total Revenues	\$18,352,100	\$18,397,800
Expenditures		
Salaries	\$312,600	\$340,700
Employee Benefits	230,400	248,000
Purchased Services	43,800	43,800
Supplies and Materials	2,500	2,500
Capital Outlay	0	0
Other Expenses	900	900
Outgoing Transfers – Other Governmental	11,141,400	11,141,400
Other Funds	6,620,500	6,620,500
Total Expenditures	\$18,352,100	\$18,397,800
Ending Fund Balance	\$-0-	\$-0-

Capital Projects Fund

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

	2023-24 Approved Budget	2024-25 Proposed Budget
Beginning Fund Balance	\$954,476	\$507,376
Revenues		
Local Sources	\$20,000	\$20,000
Incoming Transfers – Other Funds	1,825,000	2,950,000
Total Revenues	\$1,845,000	\$2,970,000
Expenditures		
Purchased Services	\$80,100	\$85,000
Capital Outlay	2,212,000	2,885,000
Other Expenses	0	0
Total Expenditures	\$2,292,100	\$2,970,000
Ending Fund Balance	\$507,376	\$507,376





**SERVICE
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EXCELLENCE**

Wayne RESA:

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

Board of Education:

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

Daveda J. Colbert, Ph.D., Superintendent

Wayne RESA is an equal opportunity employer.

MODEL RESOLUTION FOR LOCAL DISTRICT VOTE ON WAYNE RESA BUDGET

Wayne County Regional Educational Service Agency (“Wayne RESA”)
2024-2025
General Fund Operating Budget
RESOLUTION

A _____ meeting of the Board of Education of the _____ School District was held at the _____ on _____, 2024 at _____.

Members present were: _____

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

WHEREAS:

This Board received the Wayne RESA General Fund Operating Budget on or before May 1, 2024; and

WHEREAS:

In accordance with Section 380.624 of the Revised School Code, this Board must now adopt a resolution expressing its support or disapproval of the proposed Wayne RESA budget, and must submit to the Wayne RESA Board any specific objections and/or proposed changes the Board may have to the budget prior to June 1, 2024

THEREFORE, BE IT RESOLVED THAT:

Please check one of the following options:

The Wayne RESA General Fund Operating budget for the 2024-2025 school year be supported, and that the Secretary of the Board is hereby directed to submit a copy of this resolution to the Secretary of the Wayne RESA Board of Education, along with comments.

OR

The Wayne RESA General Fund Operating budget for the 2024-2025 school year be disapproved (for reasons attached hereto), and that the Secretary of the Board is hereby directed to submit a copy of this resolution to the Secretary of the Wayne RESA Board of Education, along with any specific objections or proposed changes to the budget.

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a _____ meeting held on _____ 2024, the original of which resolution is a part of the Board’s minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Signed:

Secretary, Board of Education

Wayne RESA

2024-2025 Proposed Budget

Frequently Asked Questions

QUESTION	RESPONSE
1. What are the Agency's assumptions regarding revenue?	Due to the uncertainty of the State School Aid Budget, no increases or decreases in State Aid have been budgeted. Although Property Tax values are not yet available from the counties, we are projecting an increase in taxable values based on current trends.
2. What salary adjustments are included in the proposed budget?	Salary steps and scheduled increases that are part of current bargaining unit contracts combined with a full year of salary and benefits for positions that were unfilled for a portion of the prior year. All collective bargaining agreements expire on June 30, 2025.
3. What assumptions were made about retirement costs?	The budget holds the retirement rate at a composite rate of 41% including passthrough revenue related to Section 147c of the state school aid budget to help offset a portion of the gross retirement expense.
4. What assumptions were made about health care costs?	The preliminary budget reflects the continued compliance with the Public Act 152 hard cap and has included the 4.1% increase for 2024 to raise the cap, as imposed by law.
5. In the General Fund, why are there some program areas with compensation increases, some with decreases and some with virtually no change?	The various programs within the General Fund may have as few as one person or more than 20 people. The variations in individual programs when comparing the current year budget to the projected budget reflect, in most cases, contractually negotiated pay increases and changes in the allocation of staff between grant funds, the Cooperative Fund and the General Fund.
6. How much does the Wayne RESA General Fund contribute toward the support of the Wayne County IT Consortium and the MiStar DNA/Illuminate Project?	The General Fund is budgeted to contribute \$4,439,600 to the Wayne County IT Consortium and \$305,100 to IT field services in 2023-2024. The General Fund is budgeted to contribute \$983,600 to the MiStar DNA/Illuminate Project.

Wayne RESA

2024-2025 Proposed Budget

Frequently Asked Questions

<p>7. The budget projections indicate that the Agency will have a \$1.51M operating deficit in 2024-2025. Is this expected to be a continued trend?</p>	<p>The agency has budgeted to use fund balance in a planned way to minimize impact on services to local schools and to cover one-time costs of necessary capital projects including roofing and HVAC replacements, as well as upgrades related to security and replacements of equipment for the conference rooms vital to providing professional development. The projected 2024-2025 operational deficit is reflective of that planned use of fund balance. The Wayne RESA Board's long-term strategy has been to maintain fund balance necessary to provide stability in the delivery of operational services to constituent districts.</p>
<p>8. What are the revenue assumptions in the Act 18 Special Education fund?</p>	<p>Property tax revenues are budgeted to increase due to expected increases in taxable values across the county. Neither the State School Aid Budget nor the 2023 property values have been released at this time. Interest income is budgeted to remain stable for the upcoming year based on current market rates.</p>
<p>9. Why are transfers to other agencies increasing in the Act 18 Fund?</p>	<p>Transfers to other agencies (school districts and charter schools) are based on 2024-25 budgets submitted by Center Program Operating Districts.</p>
<p>10. Are one-time payments for unreimbursed special education costs included in the budget?</p>	<p>Yes, one-time payments related to unreimbursed special education and special education transportation costs are included in the 2024-25 budgets.</p>

Wayne RESA

2024-2025 Proposed Budget

Frequently Asked Questions

<p>11. What is the purpose of the Capital Projects Fund and why is there a proposed increase for the 2024-2025 budget?</p>	<p>This fund was established by the Board of Education to provide for the capital needs of the organization and has been funded through transfers from the General Fund. The 2024-25 budget will use available fund balance from projected unfinished 2023-24 projects as well as an additional allocation from the General Fund. The following projects are budgeted to be completed in the 2024-25 school year: roof, HVAC, elevator, and gate repairs – Annex; flooring replacement, elevator repairs, IT server room generator replacement, security enhancements, lighting upgrades, office space restructuring, and replacement of outdated equipment in conferences rooms and print shop – Education Center.</p>
<p>12. How will the Enhancement Millage fund be distributed during the 2024-25 Budget year?</p>	<p>The Renewal of the Enhancement Millage in 2020 and changes to legislation require RESA to distribute current year collections to both local Districts and Public School Academies. An increase in total current collections is budgeted based on projected property value increases.</p>

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: Appointment of Auditor for 2023-2024

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools appoint the firm of Plante Moran to audit and prepare the financial statements for Livonia Public Schools for the 2023-2024 school year.

RATIONALE:

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

BUDGETARY INFORMATION:

Plante Moran's base fee for the 2022-2023 school year was \$52,950. Plante Moran's estimated fee for the 2023-2024 school year is \$56,000. The fees for the federal program audit are based on testing two major programs under Uniform Guidance Rules. If an additional major program is required to be tested, the fees would increase by approximately \$7,500 for each additional major program. In addition, the fee does not include addition time necessary to apply the new auditing standards required for SAS 145 for both the financial statement audit and the single audit, which will not exceed \$8,000.

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Attached

May 1, 2024

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

Dear Mrs. Alison Smith:

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

Scope of Services

We will audit Client’s financial statements as of and for the year ended June 30, 2024 and Client’s compliance with certain federal award requirements during the year ended June 30, 2024 for those programs identified as “major programs”.

In addition, the supplemental information accompanying the financial statements, consisting of the Schedule of Expenditures of Federal Awards (“SEFA”), will be subjected to the auditing procedures applied in our audit of the financial statements.

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

At the conclusion of the engagement, we will upload the reporting package (including financial statements, SEFA, summary schedule of prior audit findings, auditor’s reports, and corrective action plan), complete the appropriate sections of the DCF that summarize our audit findings, and coordinate with you our electronic certification. It is Client’s responsibility to timely review, approve and electronically submit the DCF (including the reporting package) to the Federal Audit Clearinghouse.

Lisa Vargo is the engagement partner for the services specified in this letter and is responsible for supervising PM’s services performed as part of this engagement.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Timing of Services

We expect to begin fieldwork for this engagement in June 2024. We anticipate that our work will end in September 2024 and that our report will be issued by November 1, 2024.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will be approximately \$56,000, plus all reasonable and necessary travel and out-of-pocket costs incurred. Payments are due as follows:

June 30, 2024	\$15,000
August 31, 2024	\$30,000
Upon issuance of report	Remaining balance, plus any necessary final adjustments

The fees for the federal program audit are based on testing two major programs under Uniform Guidance Rules. If an additional major program is required to be tested, our fees would increase by approximately \$7,500 for each additional major program.

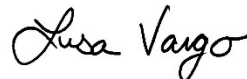
In addition, the fee does not include addition time necessary to apply the new auditing standards required for SAS 145 for both the financial statement audit and the single audit, which will not exceed \$8,000.

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

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Lisa Vargo, CPA
Partner

Agreed and Accepted

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

Livonia Public Schools

Mrs. Alison Smith

Date

Title

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

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter, (collectively, the Professional Services Agreement and the accompanying engagement letter are referred to herein as “Agreement”) for audit services dated May 1, 2024 between Plante & Moran, PLLC (referred to herein and in such letter as “PM”) and Livonia Public Schools (referred to as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

- 1. Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).

PM has determined, based on representations Client has made to PM, that the applicable independence rules for the services contemplated hereunder are those specified by the American Institute of Public Accountants (AICPA) Code of Professional Conduct as well as those specified by the Government Accountability Office within the Government Auditing Standards. Client represents and warrants that it agrees with that determination.

- 2. Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements, in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”). Management is also responsible for the capability and integrity of Client personnel responsible for Client’s underlying accounting and financial records.

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

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

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

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

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting Client involving (a) management, (b)

Professional Services Agreement – Audit Services

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

Management is responsible for the design and implementation of effective controls that provide reasonable assurance that Client administers federal awards programs in compliance with compliance requirements. Additionally, management is responsible for evaluating and monitoring compliance with compliance requirements, taking corrective action when instances of noncompliance are identified including noncompliance identified in audit findings, preparing a summary of prior audit findings and a separate corrective action plan, and for informing PM about known or suspected noncompliance that could have a material effect on its major federal awards programs ("major programs").

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

- 3. Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Client's financial statements specified in the accompanying engagement letter, and express an opinion and report at the level specified in the Uniform Guidance about whether Client complied in all material respects with applicable compliance requirements identified by the Office of Management and Budget as subject to audit with respect to its major programs or, if not identified by the Office of Management and Budget, applicable direct and material compliance requirements identified in conjunction with the audit ("compliance requirements subject to audit").

PM offers no guarantee, express or implied, that its opinions will be unmodified or that it will be able to form an opinion about these financial statements or on compliance in the event that Client's internal controls or accounting, or other relevant financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements or the report on compliance, PM may terminate the engagement and decline to issue a report.

- 4. Supplementary Information** – In any document that contains supplementary information to the financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.
- 5. Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances.

PM will make assessments of Client's compliance with the compliance requirements subject to audit, as defined above. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate noncompliance conditions that come to PM's attention in accordance with Uniform Guidance and/or Generally Accepted Government Auditing Standards. PM will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that PM considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of Client's major programs. However, PM's tests will be less in scope than would be necessary to render an opinion on those controls and accordingly, no opinion will be expressed in PM's report on internal control issued pursuant to the Uniform Guidance.

Professional Services Agreement – Audit Services

PM's audit will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention, and related matters required to be communicated under the Uniform Guidance.

- 6. Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement and that noncompliance which could have a direct and material effect on the major programs is detected and reported. In addition, an audit in accordance with GAAS is not designed to detect errors, fraud, or noncompliance that are immaterial to the financial statements or federal programs. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM's audit cannot guarantee that all instances of error, fraud or noncompliance will be identified.

- 7. Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.

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

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

- 8. Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.

- 9. Accounting, Financial and Compliance Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial and compliance records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all such accounting, financial and compliance records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting, financial and compliance records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

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

- 10. Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments

Professional Services Agreement – Audit Services

identified during PM's audit are immaterial, both individually and in the aggregate, to the Client's financial statements specified in this Agreement.

- 11. Management Representations** – Client is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. Client is also responsible for compliance with applicable compliance requirements of federal awards programs and the implicit and explicit representations and assertions regarding compliance. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting, financial and compliance matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

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

- 12. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

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

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

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

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

14. Tax Return Preparation – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.

15. Confidentiality, Ownership, and Retention of Workpapers – During the course of this engagement, PM and PM staff may have access to Client’s confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

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

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

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with *Government Auditing Standards* and the Uniform Guidance, PM’s working papers will be made available to federal award program representatives at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client’s cost, to limit such access. This provision will survive the termination of this Agreement. PM’s efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

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

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

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

16. Data Access Management and Consent – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third-party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively “Third-Party Provider(s)”). Third-Party Providers may include, for example and without limitation, PM’s international affiliates that support PM’s domestic operations, cloud service providers that support PM’s infrastructure in general, or independent contractors that serve to supplement a particular engagement team’s services for specific engagements. In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers’ services involve the accessing or processing of Client data, PM will require Third-Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM’s services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client’s data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives

Professional Services Agreement – Audit Services

may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.

17. Fee Quotes – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees (“Fee Quotes”), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:

- Client’s failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Client’s failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by Client causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

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

18. Payment Terms – PM’s invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM’s invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM’s sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM’s services or issuance of PM’s report upon resumption of PM’s work, whether imposed by agreement or by law. Client agrees that in the event PM stops work or terminates this Agreement as a result of Client’s failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

19. Fee Adjustments – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM’s current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM’s invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.

20. Conditions of PM Visit to Client Facilities – Client agrees that some or all of PM’s services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM’s performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client’s facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM’s request, to provide to PM Client’s policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, “Applicable Preventative Guidance”) and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client’s facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client’s facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client’s facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client’s compliance with Applicable Preventative Guidance.

Professional Services Agreement – Audit Services

- 21. Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third-party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
- 22. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 23. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 24. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements or major programs covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements or major programs but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements or schedules that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
- 25. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
- 26. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 27. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 28. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 29. Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
- 30. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Audit Services



Report on the Firm's System of Quality Control

December 16, 2022

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

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite & Netterville

Postlethwaite & Netterville, APAC
Baton Rouge, Louisiana

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: Food Service Purchase

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of food services items for the 2023-24 school year from Livonia Italian Bakery, Livonia, Michigan in the additional amount of \$12,000.

RATIONALE:

This additional amount will allow the district to purchase enough food products from Livonia Italian Bakery for the remainder of the 2023-24 school year.

BUDGETARY INFORMATION:

General Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/ko

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: Approval of 35j Grant Purchases

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of books, training, and materials to support literacy development in Preschool through Fifth Grade from Scholastic in Jefferson City, MO, Follett in Westchester, IL, Amazon in Seattle, WA, Benchmark in New Rochelle, NY, Mrs. Nelson's Book Company in Pomona, CA Booksource in Saint Louis, MO, Hameray in Culver City, Kids Discover in Columbus, OH and ISME in Sterling Heights, MI for a total purchase of \$547,143.24.

RATIONALE:

We applied and have been awarded funds from the 35j grant to support Tier I literacy instruction, science of reading training and materials and books for students' at-home library.

BUDGETARY INFORMATION:

35j Grant

RESOURCE PERSONNEL:

Theresa O'Brien, Chief Academic Officer

EXHIBITS:

Attachment



Date: May 8, 2024
To: Andrea Oquist, Superintendent
From: Theresa O'Brien, Chief Academic Officer
Subject: 35j Grant Purchases

I would like to request to be placed on the Policy Committee agenda for the May 13, 2024, Board of Education Committee of the Whole meeting to present the 35j Literacy Grant we received from the State of Michigan. We will use the funds for materials, resources, and professional development.

We would like to request the purchase of the additional books for Elementary Integrated Modules using 35j funds in the amount \$108,781.54; the purchase will be from Mrs. Nelson's Book Company for \$58,189.70; Scholastic Education Solutions for \$29,367.84; Benchmark Education Company for \$1,452.00; Booksource for \$6,994.00; Hameray for \$4,000.00 and Kids Discover for \$8,778.00.

We will also request the purchase training and materials from ISME, the Institute for Multi-Sensory Education to support new and current teachers, preschool teachers, ESTs, Learning Specialists and Resource Room teachers for the teaching of Word Study using ISME's programs of Orton-Gillingham and Morphology. The purchase is for \$145,861.70 worth of teaching slide decks, student spelling books, teacher guides, sensory screens, sand and whiteboards. It also includes training vouchers for Phonological Awareness, OG and Morphology.

Lastly, we have written into the grant money for students Preschool through Fifth Grade, the grades that are allowable under the grant, to receive 5 books to take home over the summer to read. Students will be able to choose books from a variety of sources like, Bulkbookstore.com Scholastic, Follett and Amazon. The total purchase for all student summer reading books is \$292,500.00. The total 35j Grant Purchases equal **\$547,143.24.**

Thank you for your consideration.

Quote #285842



Customer Jennifer Cory
Date Received 04/26/2024
Payment Method Purchase Order
Payment Status Payment Pending

Billing Address

Livonia Public Schools
 15125 Farmington Rd.
 Livonia, MI 48154
 United States 734-744-2500
 ap@livoniapublicschools.org

Shipping Address

Livonia Public Schools
 Attn Jennifer Cory
 15125 Farmington Rd
 Livonia, MI 48154
 United States

Item	Description	QTY	Price	Total
BRS3803 2	Comprehensive Orton-Gillingham Plus Teacher Guides - K-2	20	225.00	4500 00
CS1210	Multi-Sensory Screen	1000	0 95	950.00
CS1225G	Sensational Sand 2lb. Green/Blue	120	8.00	960 00
CS1750b	Customizable Whiteboard	3000	7.95	23850 00
Subtotal				\$30,260.00
Sales Tax				\$0 00
Shipping				\$1,966 90
Adjustments				\$0.00
Total				\$32,226.90

- IMSE provides quotes for online orders at www.imse.com. Follow the prompts and after submission you can print a pdf and receive an email confirmation with a quote number. IMSE guarantees pricing for 30 days using your quote number. Products are subject to availability at the time of acceptance of quote via PO.
- Tax Exemption Status is a required choice for quote and order submission.
- Quote does not guarantee seat or training registration. Please pay in full with purchase order to guarantee seat.
- IMSE does not offer expedited or international shipping at this time, nor do we hold orders for a later date. In an effort to accommodate the multiple daily orders we receive, we ship upon receipt.
- We know that you would like to start using the products you've ordered as quickly as possible, we have multiple product fulfillment centers. Your orders will arrive in separate shipments. Allow up to 1-2 weeks for delivery.
- If you are not satisfied with the products you've ordered, you may return unopened items within 30 days for a refund. Shipping costs, discontinued and clearance products are non-refundable. The return address is IMSE Fulfillment Center, 35315 Beattie Dr, Sterling Heights, MI 48312.

Quote #285841



Customer Jennifer Cory
Date Received 04/26/2024
Payment Method Purchase Order
Payment Status Payment Pending

Billing Address

Livonia Public Schools
 15125 Farmington Rd
 Livonia, MI 48154
 United States 734-744-2500
 ap@livoniapublicschools.org

Shipping Address

Livonia Public Schools
 Attn: Jennifer Cory
 15125 Farmington Rd
 Livonia, MI 48154
 United States

Item	Description	QTY	Price	Total
DD4501	OG+ Drag and Drop Syllable Division Slide Set	100	20 00	2000.00
DD4700	IMSE Customizable Prefix and Suffix Slide Bundle	130	60 00	7800.00
DD4800	IMSE Customizable Morphology Slide Bundle - Latin & Greek Bases	130	60.00	7800 00
RS4040	OG+ Student Spelling Book D	130	12 00	1560.00
VCH-12	IMSE Phonological Awareness Training Voucher	35	510 00	17850.00
VCH-30	IMSE Comprehensive OG Plus or Morphology Plus Training Voucher	60	1275.00	76500 00
			Subtotal	\$113,510 00
			Sales Tax	\$0 00
			Shipping	\$124 80
			Adjustments	\$0.00
			Total	\$113,634 80

- IMSE provides quotes for online orders at www.imse.com. Follow the prompts and after submission you can print a pdf and receive an email confirmation with a quote number. IMSE guarantees pricing for 30 days using your quote number. Products are subject to availability at the time of acceptance of quote via PO.
- Tax Exemption Status is a required choice for quote and order submission.
- Quote does not guarantee seat or training registration. Please pay in full with purchase order to guarantee seat.
- IMSE does not offer expedited or international shipping at this time, nor do we hold orders for a later date. In an effort to accommodate the multiple daily orders we receive, we ship upon receipt.
- We know that you would like to start using the products you've ordered as quickly as possible, we have multiple product fulfillment centers. Your orders will arrive in separate shipments. Allow up to 1-2 weeks for delivery.
- If you are not satisfied with the products you've ordered, you may return unopened items within 30 days for a refund. Shipping costs, discontinued and clearance products are non-refundable. The return address is IMSE Fulfillment Center, 35315 Beattie Dr, Sterling Heights, MI 48312.



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 Pomona, CA 91768
 Toll Free (800) 875-9911
 Fax (909) 397-7833
 bookcompany@mrsnelsons.com

Date 5/2/2024
 Quote # 20047_3
 Invoice #
 Purchase Order #
Net 30

Bill To

Livonia Public Schools
 Attn Accounts Payable
 15125 Farmington Road
 Livonia, MI 48150

Ship To

Livonia Public Schools
 Attn Jen Cory
 15125 Farmington Road
 Livonia, MI 48150

Qty	ISBN	Title	Binding	Unit Price	Total
50	9781644931202	Before Cell Phones	Paperback	\$5 97	\$298 50
1000	9780312564223	Brave Irene A Picture Book	Paperback	\$5.39	\$5,390 00
520	9780152048501	Cloudy Day Sunny Day (1-Simul)	Paperback	\$3 49	\$1,814 80
250	9781643792309	Copycat Nature-Inspired Design Around the World	Hardcover	\$12 57	\$3,142 50
250	9780805099669	How to Wash a Woolly Mammoth A Picture Book	Hardcover	\$13 19	\$3,297 50
1000	9780375825330	Hungry Plants	Paperback	\$3 59	\$3,590 00
520	9781957337463	I am a Giraffe A Children's Book with Fun and Educational Animal Facts with Real Photos!	Paperback	\$11 96	\$6,219 20
520	9781957337470	I am an Elephant. A Children's Book with Fun and Educational Animal Facts with Real Photos!	Paperback	\$11 96	\$6,219 20
520	9780805072624	Mapping Penny's World	Paperback	\$5 39	\$2,802 80
520	9780062082053	Penny and Her Marble	Paperback	\$3 59	\$1,866 80
520	9780395470305	Sheep in a Jeep	Paperback	\$5 39	\$2,802 80
520	9781534425361	Sulwe	Hardcover	\$10.79	\$5,610 80
520	9781410940995	Surviving Tornadoes	Paperback	\$5 39	\$2,802 80
1000	9780425288948	This Is the Rope A Story from the Great Migration	Paperback	\$5 39	\$5,390 00
250	9781338356090	What If You Could Spy Like a Narwhal!?: Explore the Superpowers of Amazing Animals	Paperback	\$4 19	\$1,047 50
1000	9780778794936	Where Do Animals Live?	Paperback	\$5 37	\$5,370 00
50	9780803718753	Wide-Mouthed Frog A Pop-Up Book	Hardcover	\$10.49	\$524 50
9010	Units			Subtotal	\$58,189.70

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Subtotal	\$58,189 70
Sales Tax	Exempt
Shipping	FREE
Total Due	\$58,189.70

SCHOLASTIC

Customer Contact:

Jennifer Cory
 LIVONIA PUBLIC SCHOOL
 DISTRICT
 2483450574
 jcory@livoniapublicschools.org

Bill To:

LIVONIA PUBLIC SCHOOL
 DISTRICT
 15125 FARMINGTON RD
 LIVONIA, MI, 48154-5413,
 USA

Ship To:

LIVONIA PUBLIC SCHOOL
 DISTRICT
 15125 FARMINGTON RD
 LIVONIA, MI, 48154-5413, USA

Price Quote

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Terry Witte

Phone: (800) 387-1437x6293
 Email: twitte@scholastic.com

Livonia Public School Dist Ms Cory

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 Date: 5/6/2024
 Expires On: 7/5/2024
 Account UCN: 600006549
 Tax Exemption: Y
 EULA on File: Pending
 LI Member#:

Product	Source Code	Item Detail	Quantity	List Price	Your Price	Total Price
Tracks in the Snow	ABR	812853	1,000	\$6.95	\$5.21	\$5,210.00
Creatrilogy Sky Color	ABR	562743	1,000	\$5.95	\$4.46	\$4,460.00
Hey, Wall	ABR	862147	1,000	\$7.95	\$5.96	\$5,960.00
Jabari Jumps	5PF	861265	1,000	\$6.95	\$5.21	\$5,210.00
Who Would Win? Polar Bear vs. Grizzly Bear	ABR	517572	1,000	\$3.99	\$2.99	\$2,990.00
What If You Could Sniff Like a Shark?	5PF	835607	1,000	\$5.99	\$4.49	\$4,490.00
Subtotal:						\$28,320.00

* Shipping and handling only applies to print materials

**State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO, 65101

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Grand Total	\$29,367.84

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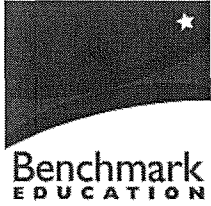
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EDUCATION
COMPANY**
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New Rochelle, New York 10801

Contact representative
Cynthia Nagle Educational Services LLC
Email. cynthianagle4@gmail.com
Office Phone:
Phone. 248-320-7852

QUOTE: 62918

Customer:
NAOMI LONG
LIVONIA PSD ACCOUNTS PAYABLE
15125 FARMINGTON RD
LIVONIA MI 48154
United States

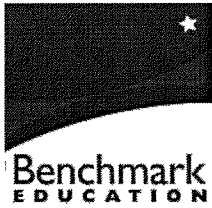
Ship To:
LIVONIA PUBLIC SCHOOLS
15125 Farmington Rd
Livonia MI 48154

Product Code	Title	Price Level	Unit Price	Qty	Total Price
71114	Regions of the United States Theme	Current	\$330 00	4	\$1,320 00

Subtotal	Sales Tax	Shipping Cost	Total
\$1,320.00	\$0 00	\$132 00	\$1,452 00 USD

Memo

- * The above pricing cannot be combined with any other offers
- * Price firm for 45 days from quote date Price quote must be attached to school purchase orders to receive the quoted price
- * All digital subscriptions will end on July 31st the last year of the term purchased
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**BENCHMARK
EDUCATION
COMPANY**
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New Rochelle, New York 10801

Contact representative
Cynthia Nagle Educational Services LLC
Email. cynthianagle4@gmail.com
Office Phone.
Phone. 248-320-7852

QUOTE: 62918

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CAREFULLY REVIEW your quote to make any adjustments BEFORE your order is placed

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PREPARED BY: **Maggie Stanley**
EMAIL **mstanley@booksource.com**

Email **jcory@livoniapublicschools.org**

TITLE	AUTHOR	BINDING	FICTION	A-Z LEVEL	INTEREST LEVEL	QTY	LIST PRICE	YOUR PRICE	EXTENDED PRICE
Believe Me, Goldilocks Rocks!	Loewen, Nancy	PB	F	L	P-3	520	\$9 99	\$7 49	\$3,894 80
The Paper Bag Princess	Munsch, Robert	PB	F	K	K-3	520	\$7 95	\$5 96	\$3,099 20

161

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YOU SAVED	\$2,334 80
SUB TOTAL	\$6,994 00
TAX	\$0 00
SHIPPING	\$0.00
TOTAL	\$6,994.00



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PUBLISHING GROUP

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05032024B

DATE May 3, 2024

ATTN Jen Cory - K-6 Curriculum Coordinator
<jcory@livoniapublicschools.org>

Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154

Product	Title	Quantity	Price	Extension
S5870	Polar Bears	1,000	\$4 25	\$4,250 00
Subtotal				\$4,250 00
Special Addtl. Discount				- \$250.00
Sales Tax				N/A
Discounted Shipping & Handling				\$425.00 FREE

TOTAL **\$4,000.00**

(Total Savings \$675.00)



Kids Discover, LLC
 606 Post Road East, Suite 3
 Westport, CT 06880
 ph (212) 677-4457
 fax. (212) 353-8030

Customer Quote

Quote Number 2024-0426-P1

Prepared for Jen Cory
 jcory@livoniaschools.org
 Livonia Public Schools
 734-744-2565

Quote Date 4/26/2024
 Quote Expiration 8/1/2024

SKU	Description	Unit Price	Quantity	Total
SKU - 234-B	American Government	\$39.90	100	\$3,990.00
SKU - 197-B	Constitution	\$39.90	100	\$3,990.00
SUBTOTAL				\$7,980.00
Shipping				\$798.00
TOTAL				\$8,778.00

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**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: **Approval to Purchase World History Textbook**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of classroom sets of *History Alive! World Connections* by TCI Publishing located in Mountain View, CA digital and physical textbooks for high school World History courses for total amount of \$114,390.00. This purchase would include classroom sets of textbooks, and 6-year student licenses. The physical teacher guides, resources and 6-years of teacher digital licenses will be provided at no cost to the district.

RATIONALE:

The textbook was evaluated using the district textbook adoption process and the upper elementary school principals support the recommendation. The recommendation has been reviewed and supported by the Curriculum Committee.

BUDGETARY INFORMATION:

The funding for this purchase will come from Academic Services Department Secondary Textbook Funds, which is supported by Wayne County Enhancement Milage.

RESOURCE PERSONNEL:

Theresa O'Brien, Chief Academic Officer

EXHIBITS:

Attachment

DATE: April 29, 2024

TO: Kristen Quesada, Churchill High School
Andrew Pesci, Franklin High School
Pete Mazzoni, Stevenson High School

FROM: Lindsay Rousseau, 7-12 ELA & Social Studies Curriculum Coordinator

SUBJECT: Textbook Recommendation for the High School World History Course

This memo recommends the adoption of *History Alive! World Connections* by TCI Publishing digital and physical textbook for the high school World History course. The details below provide more information about the adoption process and information to support the recommendation.

Committee Members

Churchill: John Filiatraut, Traci Romeo
Franklin: Nicole Young, Kiley Stempky
Stevenson: Maria Houstoulakis

Recommended Materials for Adoption

History Alive! World Connections, TCI Publishing, Copyright 2023

Cost proposal is attached.

Summary of Course(s)

The high school World History course covers Era 4 (300-1500) through modern times and is a required course for graduation; students take this course during their 9th grade year. This course develops a student's understanding of the political, economic, religious, social, intellectual, and geographic development in civilizations of both the Eastern and Western hemispheres.

Overview

The current textbook used in the high school World History course is *World History: Patterns of Interaction* by Holt McDougal, Copyright 2012. Because of the nature of the social studies content area and the World History course, it is imperative that updated materials be used, as much has changed in the world since this book was published twelve years ago. Also, this text is so outdated that the publisher no longer updates the online text/resources for the physical textbook; this negatively impacts students and teachers alike because teachers can't differentiate the reading level of the text, nor can they differentiate the learning activities, for students to meet them where they are to make proficiency on the state standards attainable for all students.

Evaluation Process

The committee created their shared vision for the course, examined the textbook and online platform, completed a rubric for the text and online platform, checked the text for standard alignment, and had their students evaluate the texts and online platforms. The committee then came back together after the materials were piloted to discuss how the pilot went with staff and students for each text and online resource. They used the student and staff data and feedback to make the determination for which of the piloted texts to adopt.

Shared Vision

In LPS, we have a vision for the high school World History course where students will understand the events from our past, and how those events have shaped our current world, through student-centered activities and instruction that is differentiated to meet the needs of all students. The materials used will allow for some teacher autonomy so teachers can

use the standards-based lessons that will work the best with the students in front of them and there will be an interactive technology component to increase the level of student engagement in the classroom. It is also very important that the materials used in the World History classroom are multicultural and sensitive to changes in racial, gender, and women's issues.

Evaluation Criteria

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

- Alignment to the C3 Framework, Inquiry Arc, and the Michigan Social Studies standards
- Balance of skill development, conceptual understanding, and applicable tasks
- Reflect the needs and diversity of LPS students
- Offer reteaching and extensions opportunities
- Discourse, engagement, critical thinking
- Assessment (formative and summative)
- Digital platform

Textbooks Considered

- *Modern World History, Houghton Mifflin Harcourt (HMH) Publishing, Copyright 2018*
- *Essential World History, Perfection Learning, Copyright 2006*
- *World History: Modern Times, McGraw-Hill Publishing, Copyright 2023*
- *World History Interactive: The Modern Era, Savvas Learning Company, Copyright 2022*
- *History Alive! World Connections, TCI Publishing, Copyright 2019*

Independent Evaluation

The committee of high school World History teachers began by looking at all five of the textbook options listed above. They individually completed a horizontal trace summary form which had them document their overall reactions to the textbooks and online platforms, had them complete the horizontal trace for the priority standards where they documented the strongest evidence that best supported the development of the selected standard, their areas of concern related to each publisher and its horizontal trace to the standards, and any/all adaptations that teachers would need to make to the materials to increase their usability with all students. The last step of the horizontal trace summary process was for the committee members to rank each textbook based on whether or not the text and materials matched our vision for the World History course. The committee members then came together to talk through their documentation of the horizontal trace to see where commonalities arose between the members. Through this process, the committee used their horizontal trace documentation and discussion to narrow down the five possible textbooks to three, which were the materials they piloted with their students during the third marking period. The textbooks/resources that were piloted with students were *World History: Modern Times* by McGraw-Hill Publishing, *World History Interactive: The Modern Era* by Savvas Learning Company, and *History Alive! World Connections* by TCI Publishing.

Evaluation Rubric Outcome

The results of the rubric that was created by the committee, prior to piloting, showed *History Alive! World Connections* by TCI Publishing to be the frontrunner of the three texts that were piloted in the classroom. This resource was chosen because it does an exemplary job of aligning the text/skills with the standards, connecting ideas and concepts to one another, providing resources that reflect the needs and diversity of LPS students, providing lessons that promote classroom discourse and entry points for all students, providing resources that promote student inquiry, reflection, critical thinking, problem solving, and sense-making, and has provided teachers with opportunities to differentiate instructional activities to meet student needs.

Student Response

Students favored *History Alive! World Connections* by TCI Publishing over the McGraw-Hill and Savvas texts. Where the online platforms of McGraw-Hill and Savvas were difficult for students to navigate to locate information, were overwhelming to read, and were underwhelming with the lessons included, over 75% of the students said the TCI platform and text were easy to read and comprehend, navigate, locate the information they were seeking, and included engaging activities, review games, and interactive tools to assist with reading comprehension. Students reported that the TCI materials encouraged classroom and group discussion, engaged them in challenging tasks, and increased their enjoyment of learning World History.

Professional Development Needs

TCI offers professional development that will support the classroom teachers to ensure they are able to locate and use all of the tools available to them and their students. With the adoption of the *History Alive! World Connections* resources by TCI Publishing, teachers and administrators will have access to a plethora of in-app professional development. These PD options include starter courses that show teachers how to get the most out of the features that include a mix of watching a model, practicing right in their teacher/admin accounts at a point of need, and then answering challenge questions. TCI also provides PD on integrating with Google Classroom, if a teacher or admin should need that support. The PD courses save the work along the way, allowing teachers and administrators to start/stop when they have time; they can also restart and return to the course at any time. In addition, administrators can track the completion of PD right in their administrator's account. Brian Thomas, the TCI representative that has been working with the committee during the adoption, is incredibly attentive and will offer additional assistance if/when it is needed.

For additional information on the adoption recommendation, contact Lindsay Rousseau at x42594.

CC
Theresa O'Brien
Kevin Etue
HS Social Studies Department Chairs



Quote #: Q-27861-3

Date: 5/7/2024

Expires On: 9/1/2024

Prepared By: Brian Thomas

Email: bthomas@teachtci.com

Phone: 800-497-6138 x175

Quote for:

Livonia Public Schools
Lindsay Rousseau
lroussea@livoniapublicschools.org

Ship to:

Lindsay Rousseau
Livonia Public Schools
15125 Farmington Rd
Livonia, MI 48154
Ship to district warehouse

World Connections

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
HS-SS-TL-06	High School (9-12) Social Studies: Teacher License (6 Yrs)	Digital	\$825.00	\$0.00	15	\$0.00
217-1	HA! World Connections: Teacher's Guide	Print English	\$149.00	\$0.00	15	\$0.00
205-8	HA! World Connections: Reproducible Pages	Print English	\$149.00	\$0.00	15	\$0.00
90-8	HA! World Connections: Placards	Print English	\$149.00	\$0.00	15	\$0.00
TB-0915-6	HA! World Connections: High School Student Bundle (6 Yrs)	Bundle English	\$129.00	\$129.00	600	\$77,400.00
HS-SS-SL-06	High School (9-12) Social Studies: Student License (6 Yrs)	Digital	\$92.00	\$92.00	360	\$33,120.00
TOTAL:						\$110,520.00

Shipping (5%) \$3,870.00

Grand Total \$114,390.00

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

Gratis Total \$19,080.00

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- Fax: 800-343-6828
- Address: 1049 El Monte Ave Ste C #607, Mountain View CA 94040
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Download a copy of TCI's W-9 at <https://www.teachtci.com/w9>

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**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

TOPIC: Recommend Expulsion of One Secondary Student

RECOMMENDATION:

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

RATIONALE:

A disciplinary hearing was held on May 9, 2024, and the Hearing Officer has ruled to permanently expel the student. The timeline for an appeal of this decision has passed without a request.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Kevin Etue, Director of Secondary Programs and District Services

EXHIBITS:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

ITEM: IX.A.-G.

TOPIC: First Reading of Board Policies

RECOMMENDATION:

The Policy Committee has reviewed the attached proposed language for the following policies:

**IFCA - Guides and Course Outlines
IDA – Basic Instructional Programs
IDDB – Multi-Tiered System of Supports
JN – Letter Jackets, Letter Awards and Scholarships
GAHB – Staff / Student Relations
GAHC – Digital Communications
JGFG – Accidents and Illness**

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:

IFCA, IDA, IDDB – Theresa O’Brien, Chief Academic Officer
JN – Kevin Etue, Director of Secondary Programs
GAHB, GAHC – Anthony Abbate, Director of Human Resources, Jennifer Keatts, Director of Human Resources
JGFG – William Green, Director of Elementary Programs

EXHIBITS:

Attached Policies

171

Off/Supt/tg

BOARD POLICY

ICFA

INSTRUCTIONAL PROGRAM CURRICULUM GUIDES AND COURSE OUTLINES

~~JULY 21, 2014~~
June 17, 2024

The Board of Education delegates to the professional staff the responsibility for developing and writing curriculum guides, courses of study, **syllabi**, and other such materials describing the nature of the instructional program in detail. Such ~~teacher Curriculum~~ guides will include **the state standards taught**; ~~statements of general course objectives; specific teaching-learning objectives, multiple instructional strategies suggestions regarding teaching procedures, methods and techniques, from which individual teachers may, make selection; equipment and materials, resources, and technology to meet the diverse needs of students. Guides will include the priority standards that will be assessed on the district common assessments.~~ ~~of diverse kinds including both book and non-book materials; and procedures through which assessment may be made of the extent of learning and the achievement of stated objectives.~~

In recognition of the ~~broad differences in the nature and needs of students and the particular teaching styles and techniques of teachers,~~ it is expected that these instructional guides will provide **an outline with a recommended pacing in order for students to be prepared for the end of marking period assessments.** ~~general structure indicative of the unique nature of the school district.~~ All teachers will exercise sensitivity and creativity in their planning and in their instruction and management of individual students and student groups.

The administration shall keep a file of current curriculum guides, **courses of study, syllabi**, and ~~other such and similar teaching guide~~ list of course materials in the curriculum department **Academic Services Department**, where they may be accessible to members of the Board of Education, to parents, and to citizens of the community in general. Such materials shall be regularly reviewed and revised so that they represent current **best practices, state standards** and updated resources.

The school district's curriculum will be consistent with requirements of the state and federal government.

BOARD POLICY

IDA

INSTRUCTIONAL PROGRAM
BASIC INSTRUCTIONAL PROGRAM
EDUCATIONAL PROGRAMMING

JULY 21, 2014
JUNE 17, 2024

~~The program of studies for kindergarten through 12th grade in the school system shall comply with the law and accrediting agency requirements. The program of studies of the school district shall meet the needs of the students.~~

~~The Board of Education shall establish and enforce standards for school operation to ensure equal education programs, curricula, offerings, and opportunities.~~

The educational programming is designed for preschool through post-secondary students in Livonia Public Schools. The educational programming will meet the academic, social emotional, and career and college needs of the students entrusted to the district through meeting state standards, accrediting requirements, and current laws.

The Board of Education, or their designee, shall establish and enforce policies and standards for school operation to ensure equitable education programs, curricula, offerings, and opportunities.

BOARD POLICY

IDDB

INSTRUCTIONAL PROGRAM
REMEDIAL EDUCATION
MULTI-TIERED SYSTEM OF SUPPORTS

~~June 20, 1988~~
June 17, 2024

~~The school district will provide remedial service to students to the extent that these services are deemed appropriate and are coordinated with the total education program.~~

~~The district will abide by the applicable laws governing participation in the Chapter I (formerly Title I) program.~~

The Livonia Public Schools School District will provide a multi-tiered system of supports that provides instructional and behavioral supports to students who need additional time, instruction or guidance to meet grade level standards. The school district will abide by federal and state laws when providing interventions and supports.

LEGAL REF.: MCL, 388.1631, Section 31a, Michigan State School Code Act of 1979
(updated 2023)

LEGAL REF.: MCL, 388.1631, Section 31a, Michigan State School Code Act of 1979
(updated 2023)

BOARD POLICY

JN

STUDENTS LETTER JACKETS, LETTER AWARDS AND SCHOLARSHIPS

~~MARCH 16, 2015~~
Reviewed 3/2018
June 17, 2024

It shall be the policy of the school district to give appropriate recognition to pupils for progress and/or attainment in all areas of classroom scholastic endeavors as well as in areas of the school's co-curriculum, **athletics** and/or extracurricular activities.

The recognition ~~should~~ **will** be as closely related as possible to the nature of the achievement and should be assessed by **district and/or** school administration.

Letter Jackets

Letter jackets (also known as varsity jackets) are a means to recognize and celebrate academic, activity, and/or athletic achievements, and are awarded to high school students who have excelled in these areas.

Letter Awards

Students may be awarded letters in academic, activity, and/or athletic achievements. An awarded letter shall be placed on the left front panel of the letter jacket. Informing student members of the requirements and standards for earning a letter award will be the responsibility of the club activity sponsor, club athletics team coach, or Board of Education approved athletic team coach in that respective area. Letters given by the school will be awarded to students who have met the established criteria. The method of distributing an earned letter award will be at the discretion of each school.

A student athlete on a Board of Education approved athletic team or club athletic team who completes three full seasons of athletic experience in a particular sport but does not qualify for an athletic letter in any of those three seasons will be granted an athletic letter at the end of the third season. The awarding of an athletic letter in this manner is intended to recognize those student athletes who regularly attend practice and participate in team activities, but whose skills and abilities may not earn the athletic letter based solely on the criteria of the coach.

Scholarships

As approved by the Board of Education, district administration, and/or building administration, students may be awarded scholarships directly related to the foundational elements of LPS which are encompassed in the District's Shared Vision and/or Collective Commitments of Livonia Public Schools. (example: James P Carli Scholarship awarded to one student at each high school: Churchill High School, Franklin High School, and Stevenson High School).

ADMINISTRATIVE PROCEDURES

JN

**STUDENTS
AWARDS AND SCHOLARSHIPS
SCHOLARSHIPS**

**MARCH 12, 2018
LETTER JACKETS, LETTER AWARDS AND
June 17, 2024**

Varsity Letters

~~Each coach will inform team members of the requirements and standards for earning a varsity letter in that sport. Varsity letters given by the school will be awarded to students who have met the established qualifications. An athlete who completes three full seasons of athletic experience in a particular sport but does not qualify for a letter in any of those three seasons will be granted a varsity letter at the end of the third season. The awarding of a varsity letter in this manner is intended to recognize those student athletes who regularly attend practice, but whose skills and abilities may not earn the varsity letter based solely on the criteria of the coach. The method of presenting varsity letters in each sport will be at the discretion of each head coach.~~

A. LETTER JACKETS

1. Letter jackets are also known as varsity jackets.
2. A student awarded an academic, activity, and/or athletics letter award may purchase a letter jacket.
3. A student who is awarded an academic or activity letter will have the words "Livonia Churchill", "Livonia Franklin", or "Livonia Stevenson" written in cursive on the back of the letter jacket as means to represent the school in which the student is enrolled.
4. A student who is awarded an athletics letter will have the words "Churchill Varsity", "Franklin Varsity", or "Stevenson Varsity" written in cursive on the back of the letter jacket as means to represent the school in which the student is enrolled.

B. LETTER AWARDS

1. Livonia Public Schools has three types of letter awards that a student may earn and attach to the student's letter jacket.
 - . Academic Letter
 - I. Awarded to a student who earns a 3.5 or higher grade point average in four semesters.
 - II. The word "ACADEMIC" will be stitched into the letter.
 - a. Activity Letter
 - I. Awarded to a student who meets or exceeds the pre-approved criteria of a school approved club activity.
 - II. The word "ACTIVITY" or the official name of the activity will be stitched into the letter as determined by the Student Activities Director and school principal,

c. Athletics Letter

- I. Awarded to a student athlete who meets or exceeds the pre-approved criteria of a Board of Education approved athletics team with a varsity level designation and/or requirements set forth in Board Policy JN.
- II. Awarded to a student athlete who meets or exceeds the pre-approved criteria of a club athletic team and/or requirements set forth in Board Policy JN.
- III. The athletic letter is left blank with no words stitched into it.

C. LETTER AWARDS DESIGNS

1. Livonia Public Schools will have one letter award design for each of the high schools: Churchill High School, Franklin High School, and Stevenson High School.
2. Churchill High School will use the block "C" design.
3. Franklin High School will use the block "F" design.
4. Stevenson High School will use the block "S" design.
5. Each block letter design must be approved by the school's principal with support by the Director of Secondary Programs.

Additional information available through each high school's athletic department

BOARD POLICY

GAHB

PERSONNEL STAFF/STUDENT RELATIONS

JUNE 17, 2024

Appropriate professional relationships are paramount to the success of our students, and staff members must uphold the highest ethical standards in all interactions with students, specifically maintaining appropriate physical, verbal, emotional, and social boundaries both within and outside of school. Further, staff must understand that even the appearance of inappropriate relationships with students will adversely impact their effectiveness in the school environment, which in turn could result in a formal District investigation and potential disciplinary action. All staff members are encouraged to discuss issues with their site administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Staff members are prohibited from engaging in any of the following conduct, regardless of whether the conduct occurs on or off school property, or before, during, or after school hours. The following examples of prohibited conduct do not, and are not intended to, constitute an exhaustive list of conduct for which discipline may be imposed:

- (a) Engaging in any romantic or sexual interactions or relationships with students, including dating, flirting, sexual contact, inappropriate physical displays of affection, or sexually suggestive comments between staff and students;
- (b) Fostering, encouraging, or participating in emotionally or socially intimate relationships with students through communication, in-person interaction, or gift-giving;
- (c) Initiating or continuing communications with students for reasons unrelated to any direct educational purpose, including oral or written communication, telephone calls, or electronic communication such as texting, instant messaging, email, chat rooms, social networking apps, webcams, or exchange of photographs;
- (d) Providing alcohol or drugs (regardless of age) to students – either prescription or illegal (except for those provided in accordance with district policy on medication administration); and
- (e) **Transporting individual students for any purpose unrelated to a school function or event, when not related to a staff member’s job duties, and without the permission of a parent/guardian and administration.**

All staff members are directed to consult their supervisor(s), and/or the LPS Human Resources Department, if they require clarification of these requirements as they apply to student relationships.

The District will take appropriate disciplinary action, up to and including dismissal, against any staff member found to have violated this policy in accordance with District policies, regulations, applicable collective bargaining agreements, and state/federal laws. A violation of this policy may also subject staff members to referral for criminal and/or civil sanctions as required by law.

BOARD POLICY

GAHC

PERSONNEL
DIGITAL COMMUNICATIONS

JUNE 17, 2024

Personal Use

Digital communication (including social networking) that occurs on District premises or involves the use of District equipment is governed by the Acceptable Use Policy and this Policy. This Policy also applies to digital communication that occurs off District premises and/or using non-District equipment.

Digital communication (including social networking) provides educational and other opportunities for staff and students. The Board of Education expects that staff and students who engage in digital communication will do so in a reasonable and appropriate manner. Specifically, digital communication between staff and students, or to which students reasonably may be exposed, should be professional and of the same content, tone and demeanor as in-school communication between staff and students. Similarly, digital communication between staff and parents, community members, and other adults, or to which staff members, parents, and community members reasonably may be exposed, should be professional.

Positive interactions, digital or otherwise, are encouraged among employees of Livonia Public Schools, recognizing that unprofessional communications may reflect poorly upon, and negatively impact the reputations of staff members, individual school communities, or the District as a whole. Staff members must be conscious of the public nature of their positions in the District and mindful of how their communications may be perceived by others. As they relate to students, parents, families, colleagues, community members, and/or the District generally, staff members' comments made online (including those posted to personal social media accounts) that are harassing, defamatory, inclusive of confidential student information, or disruptive to the educational environment, and are not otherwise protected by law, may be addressed directly by the District as an employment action ranging from consultation to disciplinary action.

Public Use

The District's social media, to the extent it is open to the public for use, collectively constitutes a limited public forum. All comments and postings on District social media are subject to monitoring and, where permitted, removal by the District.

Public posts or comments on District social media must address District business and, where applicable, the particular District business under discussion. The District reserves the right to remove comments or postings by members of the public when the District determines that the content (including links to such content) falls under any of the following prohibited categories:

- Off-topic (e.g., a post unrelated to District business, a comment to a District Related post that is unrelated to the post, spam, content that is incoherent or contains a virus, etc.)

- Abusive (e.g., threatening, harassing, discriminatory against protected classes, personal attacks, etc.)
- Illegal (e.g., defamation, promotion of violence/destruction or illegal activities, etc.)
- Obscenity, vulgarity, profanity, or sexually explicit or pornographic
- Campaigning, whether in support of or opposition to political campaigns, candidates, or ballot measures
- Content that may compromise the safety or security of the District, its community, or members of the public
- Content that contains personal identifying information or sensitive personal information (e.g., doxing)
- Commercial information (e.g., solicitation, advertisement, product/service endorsement, etc.)
- Copyrighted, trademarked, or otherwise legally-protected content the posting of which violates another's ownership interest

Users who repeatedly or egregiously violate the content-related guidelines in this policy may be banned from posting and/or commenting on the District's social media (e.g., multiple off-topic posts or a single instance of posting a link to a pornographic video, etc.).

BOARD POLICY

JGFG

**STUDENTS
ACCIDENTS AND ILLNESS**

**JUNE 20, 1988
Reviewed-**

8/2018

June 17,

2024

~~All students shall have an emergency card on file in the office.~~
All students shall have updated emergency care information in the District's Student Information System (MISTAR). Parents/guardians are also responsible to update the school throughout the year if emergency contact and/or care information changes.

ADMINISTRATIVE PROCEDURES

JGFG

STUDENTS ACCIDENTS AND ILLNESS

AUGUST 6, 2018
JUNE 17, 2024

1. **Emergency Care Card Information**- ~~An emergency care card will be distributed to each student at the beginning of each school year. This must be returned as soon as possible by the parent or guardian.~~ **Fall enrollment confirmation in Parent Connect should be updated each school year by the student's parent/guardian. The card information in the District's student information system will identify the student's name, address, phone number, legal guardian(s) with whom the student resides and how they can be reached both at home and at work, and health alerts for the student. Names, addresses, and phone numbers of people who live near the school and who can take care of the student if the parents/guardians cannot be reached will also be requested. The parents will authorize emergency treatment at the nearest hospital if no one can be reached and the student needs immediate attention. In addition to the fall enrollment confirmation process, all new registrants throughout the school year will complete the aforementioned information. should be given one of these cards to fill out.**

~~The emergency care card~~ **For emergency purposes, school offices should print a copy of the emergency care form from the District's Student Information System. will be filed in the principal's office in the elementary and middle schools and in the office of the assistant principal for attendance in the high schools.**

2. **Initial Report** - Any student injury ~~or illness~~ which occurs on school property must be recorded on the student injury report and submitted to the office of Elementary or Secondary Education.
3. **Sending Students Home** - A student who cannot stay at school should be sent to the appropriate office until arrangements can be made to get the student home. If a parent/guardian cannot be reached, a person listed ~~on-in the emergency care card-student information system as an emergency contact~~ may be contacted. No elementary school student should be permitted to go home alone.
4. **Student Injury Report** - The most appropriate person (the teacher, building administrator, secretary, or other school employee) will complete a Student Injury Report **using Informed K-12**, no later than the next school day for the following circumstances:
 - a. Fractures
 - b. Severe blow to the head
 - c. Continuing hemorrhage
 - d. Accidental loss of tooth
 - e. Fainting, unconsciousness, seizures
 - f. Illness or injury severe enough to cause student to be transported to a physician's office or to a hospital

The general guideline, "**If in doubt, fill it out,**" should be followed. ~~The original form will be sent to the office of Elementary or Secondary Education. A copy will be retained in the school office of Elementary or Secondary Education for at least two years. An additional copy may also be stored in the student's file.~~ **The forms are stored based on the Michigan Records Retention and Disposal Schedule for Michigan Public Schools.** The Finance Office will forward a copy to MAISL when requested.

5. **Returning to School** – Usually for minor illnesses the principal should accept the judgment of the parent/**guardian** as to when the student is able to return to school. If there is a question, or in the cases of highly contagious or serious illnesses, the principal should be guided by the Managing Communicable Diseases in Schools manual prepared by the Michigan Department of Education and the Michigan Department of Health & Human Services, **and a notice of exposure letter is sent home to the affected grade level.** A physician's authorization may be required before the student is readmitted.
6. **Limits on Participating in School Program** - ~~The principal may require a physician's authorization for a request to exclude a student from portions of the school program for a period longer than three calendar days.~~ **A physician's authorization is required when a parent requests to exclude a student from portions of the school program (i.e., elementary recess, P.E. class) for a period longer than three calendar days.**

CROSS REF.: Michigan Department of Health & Human Services – Managing Communicable Diseases in Schools

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

ITEM: IX.H.

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

RECOMMENDATION:

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

BOARD BYLAW BHA – Code of Ethics

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of April 22, 2024.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Andrea Oquist, Superintendent

EXHIBITS:

Attached Policy

Off/Supt/tg

BYLAWS OF THE BOARD

BHA

BOARD OPERATIONS CODE OF ETHICS

~~MAY 1, 2023~~
MAY 20, 2024

As members of the Livonia Public Schools Board of Education, we shall promote the best interests of the school district as a whole, and will make decisions that place student learning and the success of all students first by adhering to the following educational and ethical standards:

As a Board member,

- I will make decisions in terms of the educational welfare of children and will seek to develop and maintain schools that meet the individual needs of all children regardless of their sex, race, color, national origin, religion, age, height, weight, marital status, handicap, disability, sexual orientation, sexual identity, or transgender status.
- I will be a personal advocate for the good work of the District.
- I will focus Board action on policy making, strategic planning, and designating and evaluating the Superintendent.
- I recognize that the role of the Board is to govern and oversee the management of the District. I will delegate authority to the Superintendent for the day-to-day operations of the District and will not seek to participate in the day-to-day operations.
- I will review and evaluate all Board Policies, Bylaws of the Board, procedures and processes of the Board, and will work to make desired changes so they will be current, relevant, and in accordance with state and/or federal laws. When requested, I will review all Administrative Procedures brought forth and give input to the Superintendent; however, I recognize the Board does not vote to approve Administrative Procedures.
- I will follow established Board Operating Procedures.
- I will come to Board meetings prepared to discuss and take action on all agenda items. I will study the material in the Board packet seeking clarification, if needed, prior to each Board meeting.
- I will give the Superintendent and Board President notification of my concerns prior to the Board meetings, so that the concerns can be properly addressed.
- I understand that I have not only the right, but the duty, to express my views and opinions and ask questions at the Board table; and will make a good faith effort to understand the views of others.
- I recognize that the Board must make decisions as a whole in public. I will base all decisions on the available facts and my independent judgment, and I will refuse to surrender my independent judgment to individuals or special interest groups.
- I will avoid being placed in a position of conflict of interest, and, if such a conflict is unavoidable, I will disclose such interest and abstain from voting on such matters.
- I will respect the consensus and support the decisions of the Board and their implementation.
- I recognize that while I am free to express my personal views, the Board President is the spokesperson for the Board and the Superintendent is the spokesperson for the District.
- I will be respectful and listen to all ideas presented to the Board, be it from parents, staff, students, community members, other Board members, or other stakeholders. I will listen and then refer any person to appropriate personnel.

- I will communicate to other Board members and the Superintendent significant expression of public reaction to Board policies and school programs.
- I will exercise caution when communicating between and among Board members, including electronic communication, and will abide by the Open Meetings Act.
- I will hold confidential all matters that, if disclosed, would needlessly injure individuals, schools, or the district. I will keep confidential all information that is privileged under applicable law, including closed session discussions.
- I will stay informed about current educational issues by individual study and through participation in programs providing needed information; for example, those sponsored by my state and national school board associations. I will share what I have learned with my Livonia Public Schools' colleagues, formally or informally, so as to keep our Board apprised of current issues and topics.
- I will take no private or public action that will compromise the Board, the Administration, or the District.
- I will refrain from using my Board position for personal or partisan gain.
- I will support the hiring of those persons best qualified to serve as District staff.
- I will support and protect District personnel in the proper performance of their duties.
- I, along with my fellow Board members, will review, revise and sign this Code of Ethics annually at the beginning of each calendar year.

As Board President,

- I will ensure that persons addressing the Board follow established guidelines as outlined in Board policy.
- I will advise persons addressing the Board to do so in a respectful manner and not allow rude or indecent behavior, profane or indecent discourse, to be directed to the Board, Superintendent, or others during Board meetings. I will not permit disruptive behavior and will advise attendees as needed.
- I will ensure that all Board members are given an opportunity to express their views. I will work toward building consensus among all Board members.
- I will follow parliamentary procedure, to the extent that it does not conflict with Board policy or state law.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

ITEM: IX.I.

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

RECOMMENDATION:

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

Board Policy EEB – Wellness for Students

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of April 22, 2024.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Kevin Etue, Director of Secondary Programs

EXHIBITS:

Attached Policy

Off/Supt/tg

BOARD POLICY

EEB

BUSINESS MANAGEMENT WELLNESS FOR STUDENTS

May 20, 2024

The District is committed to promoting a healthy school environment that enhances the development of lifelong wellness practices to promote healthy eating and physical activities that support student achievement.

District Wellness Committee

The District will convene a representative District Wellness Committee to establish goals for and oversee school health and safety policies and programs; including development, implementation, periodic review, and update of this district-level wellness policy.

Nutrition Education

Every year, all students, Pre-K-12, shall receive nutrition education that is aligned with the **Michigan Health Education Content Standards and Benchmarks**. Nutrition education that teaches the knowledge, skills, and values needed to adopt healthy eating behaviors shall be integrated into the curriculum. Nutrition education information shall be offered throughout the school campus.

Nutrition Standards

The District shall ensure that reimbursable school meals meet the program requirements and nutrition standards identified in federal regulations. The District shall encourage students to make nutritious food choices.

The District shall monitor food and beverages sold or served to students, including those available outside the federally regulated child nutrition programs.

The Superintendent, or designee, shall annually evaluate Livonia Public Schools vending policies and contracts as necessary and required by law. Vending contracts that do not meet the intent and purpose of this policy shall be modified accordingly or not renewed.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrient standards may be sold through fundraisers on the school campus during the school day. The District will make available to teachers, club leaders, and coaches information on fundraising as well as tracking of the individual fundraisers by the principal.

Physical Education and Physical Activity Opportunities

The District's Physical Education instruction is aligned with the K-12 Michigan Physical Education Content Standards and Benchmarks. The District shall offer Physical Education opportunities that include the components of a quality physical education program. Physical Education shall equip students with the knowledge, skills, and values necessary for lifelong physical activity.

Every year all students, Pre-K--12, shall have the opportunity to participate regularly in supervised physical activities, either organized or unstructured, intended to maintain physical fitness and to understand the short and long term benefits of a physically active and healthy lifestyle.

Other School-Based Activities Designed to Promote Student-Wellness

The District may implement other appropriate programs that help promote a school environment that conveys consistent wellness messages and is conducive to healthy eating and physical activity.

The District will integrate wellness activities across the school setting. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work toward the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes.

Implementation and Measurement

The District Wellness Committee shall develop and implement an annual progress report or a triennial progress report. These reports will be placed on the District website available for public review. The District Wellness Committee will make recommendations to the Board of Education to update or modify the Wellness Policy based on the results.

ADMINISTRATIVE PROCEDURE

EEB

BUSINESS MANAGEMENT WELLNESS FOR STUDENTS

MAY 20, 2024

District Wellness Preamble

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day.

This procedure outlines the District's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day. Specifically, this procedure establishes goals and procedures to ensure that:

- Students in the District have access to healthy foods throughout the school day, both through reimbursable school meals and other foods available throughout the school campus, in accordance with Federal and State nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during, and after school;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.
- The community is engaged in supporting the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits.

1. District Wellness Committee

A. Committee Role and Membership

The District will convene a representative District Wellness Committee to establish goals for and oversee school health and safety policies and programs; including development, implementation, periodic review and update of this district-level wellness policy.

The District Wellness Committee membership is open to all school employees and include (to the extent possible), but not be limited to: parents and guardians, representative(s) of the District food service program; physical education teachers; health education teachers; school board members; health professionals (ex., dietitians, doctors, nurses); and the general public. The Director of Secondary Programs will have oversight of this committee.

B. Wellness Policy Implementation

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy.

C. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy. Documentation will include:

1. The written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements.
3. Documentation of the annual policy progress report.
4. Documentation of the triennial assessment of the policy.
5. Documentation demonstrating compliance with public notification requirements, including;
 - Method by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and
 - Efforts to notify families about the availability of the wellness policy.

2. Nutrition Education

Nutrition promotion and education positively influence lifelong eating behaviors and encourage healthy nutrition choices.

The District aims to teach, model, encourage, and support healthy eating to students. Schools will provide nutrition education and engage in nutrition promotion.

Every year, all students, pre-K-12, shall receive nutrition education that is aligned with the Michigan Health Education Content Standards and Benchmarks. Nutrition education that teaches the knowledge, skills, and values needed to adopt healthy eating behaviors shall be integrated into the curriculum. Nutrition education information shall be offered throughout the School District.

3. Nutrition Standards

A. School Meals

The District is committed to serving healthy meals to children in compliance with the USDA Guidelines of the National School Lunch and School Breakfast Programs.

B. Competitive Food and Beverages

The District is committed to ensuring that all foods and beverages available to students on the school campus during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs (i.e., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards.

C. Food Service Guidelines for Livonia Public Schools

The District shall provide cafeteria facilities in all schools and will provide food service for the purchase and consumption of breakfast, lunch, and snacks for all students.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages.

4. Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus during the school day.

The District will permit student fundraising by students in school, on school property or at any school-sponsored event only when the profit therefrom is to be used for school purposes or for an activity connected with the schools.

Fundraising by approved school organizations, whose funds are managed by the District, may be permitted in school by the principal. For any fundraisers, including those operated by student clubs and organizations, parent groups, or boosters clubs, that involve the sale of food items and/or beverages to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day), the food items and/ or beverages to be sold shall comply with the current nutrition standards, and also be consistent with requirements set forth. If the item being sold is a nonfood item it can be sold at any time, if approved by the school principal.

5. Physical Education and Physical Activity Opportunities

A. Physical Education

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts.

All students will be provided equal opportunity to participate in physical education classes.

All district elementary students in each grade will receive physical education instruction weekly throughout the school year.

All district middle school students will be required to take two 10 week periods of Physical Education and one 10 week period of Health.

All district 9-12th grade students will be required to take one semester of Personal Fitness and one semester of Health.

The District physical education program will promote student physical fitness through individualized fitness and activity as outlined in the criterion referenced program of the *Fitnessgram*.

1. Recess (Elementary)

All elementary schools will offer recess daily. Recess will complement, not substitute, physical education classes.

2. Before and After School Activities

The District will notify families of opportunities for students to participate in physical activity either before and/or after the school.

3. Active Transport

The District will encourage walking or riding bikes to and from school.

6. Other School-Based Activities Designed to Promote Student Wellness

The District will integrate wellness activities across the entire school setting. The School will coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary and work towards the same set of goals.

A. Community Health Promotion and Engagement

The District will provide information to parents/guardians, and families about the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school- sponsored activities and will receive information about health promotion efforts.

7. Implementation and Measurement

A. Annual Progress Reports

The District will compile and publish an annual report to share basic information about the wellness policy and report on the progress of the schools. This annual report will include information from each school within the District. This report will include, but is not limited to:

1. The website address for the wellness policy and/or how the public can receive/access a copy of the wellness policy.
2. A description of each school's progress in meeting the wellness policy goals.
3. A summary of each school's events or activities related to wellness policy implementation.
4. Information on how individuals and the public can get involved with the District Wellness Committee.

The District Wellness Committee will establish and monitor goals and objectives for the schools.

B. Triennial Progress Assessments

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

1. The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy.
2. The District Wellness Committee will provide a description of the progress made in attaining the goals of the District's wellness policy.

The District Wellness Committee, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

C. Revisions and Updating the Policy

The District Wellness Committee will recommend to the Superintendent updates and modifications to the Wellness Policy based on the results of the annual progress reports and triennial assessments, and /or as District priorities change; wellness goals are met; and new Federal or State guidance or standards are issued.

D. Community Involvement, Outreach, and Communications

The District is committed to being responsive to community input, which begins with awareness of the Wellness Policy. The District will actively communicate ways in which representatives of the District Wellness Committee and others can participate in the development, implementation, and periodic review and update of the Wellness Policy through a variety of means appropriate for the district.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

ITEM: IX.J.

TOPIC: Second Reading & Adoption of Board Policy

RECOMMENDATION:

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

Board Policy JCEC-Bullying Prevention

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of April 22, 2024.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Kevin Etue, Director of Secondary Programs
William Green, Director of Elementary Programs

EXHIBITS:

Attached Policy

Off/Supt/tg

BOARD POLICY

JCEC

STUDENTS BULLYING PREVENTION

MAY 20, 2024

The Board of Education believes that a safe and civil environment in school is necessary for students to learn and achieve high academic and social-emotional standards. It is the policy of the District to provide a safe educational environment for all of its students. All forms of bullying toward a student, whether by students, staff, or third parties, including Board members, parents, guests, contractors, vendors, or volunteers, is strictly prohibited.

This policy equally protects all students from bullying behavior regardless of the subject matter or motivation for such impermissible behavior. This policy applies to all activities in the District, including activities in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at any school-sponsored, school-approved or school-related activity or function whether or not it is held on school premises, such as field trips or athletic events where students are under the school’s authority, or where an employee is engaged in school business.

This policy also applies to conduct using a telecommunications (i.e. electronic, digital, and mobile devices) access device or telecommunications service provider that occurs off school premises if the telecommunications access device or the telecommunications service provider is owned by or under the control of the District. Misconduct occurring outside of school may also be disciplined if it interferes with the school environment.

"Bullying" is any written, verbal, psychological, physical act or electronic communication, including but not limited to cyberbullying, that is intended or that a reasonable person would know is likely to harm one or more students either directly or indirectly by doing any of the following:

- a. Substantially interfering with education opportunities, benefits, or programs of one or more students
- b. Adversely affecting the ability of a student to participate in or benefit from the District’s educational programs or activities by placing the student in reasonable fear of physical harm or by causing emotional distress
- c. Having an actual and substantial detrimental effect on a student’s physical or mental health
- d. Causing substantial disruption in, or substantial interference with, the orderly operation of the school

Bullying includes a person willfully exercising power or control over another with hostile or malicious intent (i.e., oppression, physical or psychological, of a less powerful individual by a more powerful individual or group).

Bullying may be perceived but not limited to any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and

expression or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristic.

Examples of bullying may include but are not limited to:

- a. Physical – hitting, kicking, spitting, pushing, pulling; taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact
- b. Verbal – taunting, malicious teasing, insulting, name calling, making threats
- c. Psychological – spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation
- d. Written - graphic or electronically transmitted
- e. Cyberbullying

Any student, whether victim or not, who believes s/he has been or is the victim of bullying, or who is aware of another student who has been or is the victim of bullying, should, and every staff member must, report the situation to the building principal or his/her designee. Complaints against the building principal should be filed with the Superintendent or his/her designee. The student may also report concerns to a staff member who will be responsible for notifying the appropriate building administrator.

The building principal (or his/her designee) shall investigate, as promptly as the circumstances permit, and document all complaints about bullying (as defined in this policy) and other behavior which may violate this policy. If the investigation finds an instance of bullying has occurred, it will result in appropriate consequences.

The individual responsible for conducting the investigation shall notify the parents/legal guardians of the victim, as well as of the perpetrator, of the reported incident(s) of bullying as well as the results of the investigation to the extent consistent with student confidentiality requirements. A record of this contact, or attempt to notify, shall be noted.

The individual responsible for conducting the investigation shall document all reported incidents which are prohibited and report all incidents of bullying or other behavior which violates this policy, as well as any remedial action taken, to the Superintendent or his/her designee.

The Superintendent, or his/her designee, shall submit a compiled report to the Board on an annual basis. The Superintendent is responsible for implementation of this policy. This policy will be publicized by being placed on the School District's website and in student handbooks. Retaliation, or making a false accusation against a target of bullying, a witness, another person with reliable information about an act of bullying, or any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of bullying is prohibited. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. Suspected retaliation or false accusations should be reported in the same manner as bullying behavior. Making intentionally false reports about bullying behavior for the purpose of getting someone in trouble is similarly prohibited. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

This policy is not intended to and should not be interpreted to interfere with legitimate free speech rights of any individual. However, the District reserves the right and responsibility to

maintain a safe environment for students, conducive to learning and other legitimate objectives of the school program. This policy is published in the student handbook annually, which is accessible on the school and district websites.

Confidentiality

To the extent appropriate and/or legally permitted, confidentiality will be maintained during the investigation process. However, a proper investigation will, in some circumstances, require the disclosure of names and allegations. To the extent permitted by law, documents comprising the investigation will be maintained in a secure manner, will not be co-mingled with other documents, and will be disclosed only in accordance with law or on a “need to know” basis.

LEGAL REF: Matt Epling Safe School Law (MCL 380.1310b)

STUDENTS

BULLYING PREVENTION

ADDED 2024

1. At the conclusion of each school year, building administrators and support staff will conduct school building level (early childhood, lower elementary, upper elementary, middle school, high school, and/or post-secondary) transition meetings. The purpose of these transition meetings is to ensure building administration and staff at the next school building level are informed of substantiated and/or unsubstantiated bullying concerns that occurred at a student or students' previous school building.
 - Early Childhood → Lower Elementary
 - Lower Elementary → Upper Elementary
 - Upper Elementary → Middle School
 - Middle School → High School
 - High School → Post Secondary

2. At the beginning of each school year, all employees will receive annual training on bullying prevention. The District will approve training materials and content prior to implementation. At the school building level, training may occur during the beginning of the school year professional development time and delivered by district/building administration and staff. Employees not assigned to a school building will receive annual training at the beginning of each school year at a date and time to be determined by their supervisor. Items to be discussed at the beginning of each school year include, but are not limited to, state guidelines on bullying prevention, district policy on bullying prevention, administrative procedures on bullying prevention, bullying definition, and the responsibilities and processes for staff to follow when they witness or receive reports of bullying.

3. At the beginning of each school year, all students will receive annual education on bullying prevention delivered by school building administration and staff. The bullying prevention training will include, but is not limited to, restorative practice components which guide students to strengthen their self-worth, increase their capacity to respond and report a bullying incident, and enhance their ability to support another student. School building administration will determine the date and time of student training. The District will approve training materials and content prior to implementation. Additionally, students will receive bullying prevention education throughout the school year as determined appropriate by school building administration.

4. At the beginning of each year, parents and guardians will receive annual notice from the school district pertaining to bullying prevention information. Specifically, parents and guardians will receive information on annual staff training, annual and continuous student education, school district policy, and where bullying prevention information and resources are located. Additionally, parents and guardians will receive bullying prevention information and reminders throughout the school year as determined appropriate by school building administration.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

ITEM: IX.K.

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

RECOMMENDATION:

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

Board Policy GAA – Goals and Objectives

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of April 22, 2024.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBITS:

Attached Policy

Off/Supt/tg

BOARD POLICY

GAA

PERSONNEL GOALS AND OBJECTIVES

May 20, 2024

The overall quality of the educational and social-emotional experience offered to students and families is dependent upon well-trained, skillful, compassionate, enthusiastic, and dedicated staff members serving in every role across the district. The District supports staff members as people and professionals, embracing its responsibility to promote general wellness.

The District’s specific personnel goals are:

1. To seek, attract, recruit, and employ the best available personnel to staff the school district
2. To provide competitive compensation and quality benefits for staff
3. To promote collaborative efforts among staff to positively impact student learning through the improvement of instruction, and support of general wellness among both staff and students
4. To develop, adopt, and implement personnel evaluation processes that prioritize professional growth, provide focus for staff to systematically enhance skills and knowledge, establish accountability for job performance, and contribute to the continuous improvement of the district’s learning programs
5. To enhance employee capacity through training and meaningful opportunities for professional growth
6. To assign personnel in a manner that best fits the needs of students and the operation of the District while also considering the position that affords the staff member the best possible opportunity for their success
7. To promote staff morale through the development of positive environments that are welcoming, safe, and encouraging for staff to engage, excel, and experience satisfaction in their roles

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

ITEM: IX.L.

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

RECOMMENDATION:

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

Board Policy GBN – Separation of Certificated Personnel

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of April 22, 2024.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBITS:

Attached Policy

Off/Supt/tg

BOARD POLICY

GBN

PROFESSIONAL PERSONNEL EMPLOYMENT STATUS OF CERTIFICATED PERSONNEL

MAY 20, 2024

The decision on the employment status of certificated personnel shall include consideration of the Superintendent or designee's recommendations for reemployment, separation, or an additional year of probation. All procedures shall be in conformance with the tenure act, any individual written contracts, appropriate collective bargaining agreements, and law. The District will notify probationary and tenured personnel of their employment status no later than the date established by state law and contractual agreements.

CROSS REF.: GBI - Professional Personnel Evaluation, Master Agreements: LEADS, LEA
LEGAL REF.: MCLA 38.101 *et seq.* (~~Legal References Updated 3/12/07~~)

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

ITEM: IX.M.

TOPIC: Second Reading & Adoption of Board Policy

RECOMMENDATION:

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

Board Policy GBQ – Retirement System

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of April 22, 2024.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBITS:

Attached Policy

Off/Supt/tg

BOARD POLICY

GBQ

PERSONNEL RETIREMENT SYSTEM

MAY 20, 2024

The Michigan Public School Employees Retirement System (MPERS) was established by Public Act 136 of 1945 to provide a system of uniform retirement benefits for employees of local school districts in the State of Michigan. Health care benefits were added by legislators in 1975. The provisions governing MPERS were later recodified as Public Act 300 of 1980, the Public School Employees' Retirement Act. That act, as amended, governs the retirement system and includes provisions related to the retirement system's board, benefit vesting, eligibility age and years of service, the calculation of service credit and purchase of credit rules, employee contributions, and the determination of benefit levels.

MPERS is administered by the Office of Retirement Services (ORS) in the Department of Technology Management and Budget. ORS administers a Defined Benefit Plan, a Defined Contribution Plan, and two hybrid plans for public school employees. ORS also administers two retiree healthcare plans: the premium subsidy benefit and the Personal Healthcare Fund. Employees of Livonia Public Schools are automatically enrolled into MPERS. The date an employee first works for a Michigan public school determines the plans an employee is eligible to participate in. All retirement plans require an employee contribution. The District shall make the required employer contributions.

CROSS REF.: Master Agreements: LEADS, LEA, SEALS, AFSCME, LSA, LPA
LEGAL REF.: MCLA, 38.1301 *et seq.*

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 20, 2024**

ITEM: IX.N.

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

RECOMMENDATION:

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

Board Policy GBRA – Medical Examination of Employees

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of April 22, 2024.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBITS:

Attached Policy

Off/Supt/tg

BOARD POLICY

GBRA

PERSONNEL MEDICAL EXAMINATION OF EMPLOYEES

MAY 20, 2024

The Superintendent or his/her designee may require an employee to submit to a medical examination when:

- Required or permitted by federal or state law.
- Required or permitted by the employee’s contract of employment or collective bargaining agreement and permitted by federal or state law.
- Information suggests that a health condition may be negatively affecting the employee’s ability to perform the essential functions of his or her job.
- Information suggests that the employee has a health condition which may endanger the health of students, the employee or other employees.
- An employee has provided medical documentation as the basis for a health leave or in return from a health leave and the School District believes that a second medical opinion is appropriate.

When the Superintendent or designee has required an employee to submit to a medical examination, all costs will be borne by the School District. The employee will be required to sign releases authorizing his or her physicians to release related information to the School District’s physician. The physician of the District’s choosing will submit a copy of the report of the examination directly to the Superintendent or his/her designee.

CROSS REF.: Master Agreements: LEA, LEADS, SEALS, AFSCME, LSA, LPA
LEGAL REF.: 42 USC 12101 *et seq.*; MCLA, 37.1101 *et seq.*