

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION**

**Committee of the Whole Meeting
October 14, 2024 - 6:30 PM
Board Room
15125 Farmington Road
Livonia, Michigan 48154**

AGENDA

- I. AUDIENCE COMMUNICATIONS**
- II. COMMITTEE OF THE WHOLE**
Bradford, Chair; Acosta; Bonifield; Bradford; Burton; Frank; Jarvis;
Johnson
- III. BUILDING & SITE COMMITTEE**
Burton, Chair; Frank; Johnson
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P. Francis
- IV. CURRICULUM COMMITTEE**
Acosta, Chair; Bonifield; Johnson
 - A. Adult Education Laptop Purchase** **7**
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T. O'Brien
- VII. PERSONNEL COMMITTEE**
Johnson, Chair; Burton; Frank¹

VIII. LEGISLATIVE COMMITTEE
Jarvis, Chair; Acosta; Burton



Livonia Public Schools

District Services

Date: October 9, 2024

To: Andrea Oquist, Superintendent

From: Phillip Francis, Assistant Superintendent of District Services

Re: Purchase of Bulk Salt

I would like to request adding an agenda item to the October 14, 2024 Committee of the Whole Meeting to discuss an order to purchase 1,000 tons of road salt for the 2024-2025 winter season from Detroit Salt Company. The cost will be \$60.35 per ton, an increase of \$5.30 per ton from the 2023-2024 school year, for a total cost of \$60,350. The source of funds for this purchase is the General Fund with the State of Michigan Mi-Deal purchasing consortium.

Please add this to the agenda of the next Committee of the Whole meeting on Monday, October 14, 2024.

Attachment

c: Board of Education

PF/AS



Livonia Public School

Facilities and Operations

Date: September 13, 2024
To: Phillip Francis, Assistant Superintendent of District Services
From: Harry C. Lau, Administrator of Facilities and Operations
Re: Recommendation to Purchase Bulk Salt Through Mi-Deal

I am recommending and seeking approval to award the bulk salt purchase for the 2024-25 school year to Detroit Salt Company at a price of \$60.35 per ton for 1,000 tons. The price difference from the 2023-24 school year is increased by \$5.30 per ton for a total increase of \$5,300. The total cost of the 1,000 tons for the 2024-25 school year is \$60,350.

This is a general fund purchase with the State of Michigan Mi-Deal purchasing consortium.

Rationale: We purchased 1,400 tons for the 2023-24 school year. We used 600 tons and have approximately 800 tons of salt left over in our salt barns.

Thank you for your consideration in this matter.

PF/AS

C: Board of Education



MORTON SALT



SALES QUOTE

Sell To LIVONIA PUBLIC SCHOOLS
Patrice Bushart / Keith
15125 FARMINGTON RD
Livonia, MI 48154
UNITED STATES

Sales Quote No. SQ24-03081
Sales Quote Date 9/12/2024
Contract End Date 09/30/2025
Customer ID MILIV02
Payment Terms NET 30 Days



Ship to LIVONIA PUBLIC SCHOOLS
15125 FARMINGTON RD
Livonia, USA 48154

Product	Unit	Location	Qty	Price
SALT	Tons	Detroit, MI	1400	\$60.35

\$60,350

Please review 'Sell To' and 'Ship To' address information above and advise if any changes are required.

Do you wish to change the tonnage? YES NO New requested tonnage is *\$1,000* short tons.
Reason for tonnage change: _____

To confirm and accept this quote, please sign this form and return via e-mail, mail or fax to SELLER within thirty (30) days of the date of this quote.

CUSTOMER ACCEPTANCE: I accept this price quote for CUSTOMER for Season 2024/2025.

CUSTOMER's Signature: *Henry C Jan* Date: *13 Sept 2024*

This quote is valid for acceptance by CUSTOMER within thirty (30) days after the date of issuance. If this form is not signed and returned by CUSTOMER to SELLER within thirty (30) days, then the quote is null and void. This quote is not binding on Seller until CUSTOMER's signed acceptance form is accepted and confirmed in writing by Seller.



MORTON SALT



SALES QUOTE

Sell To LIVONIA PUBLIC SCHOOLS
Patrice Bushart / Keith
15125 FARMINGTON RD
Livonia, MI 48154
UNITED STATES

Sales Quote No. SQ24-03081
Sales Quote Date 9/12/2024
Contract End Date 09/30/2025
Customer ID MILIV02
Payment Terms NET 30 Days

- Delivered prices are based upon full truckload quantities from SELLER's location to specified delivery locations noted in ship-to section. Minimum order is 50 tons. Any applicable taxes are extra.
- Tonnage Commitment: SELLER agrees to supply up to 100% of the Quoted Tonnage, and CUSTOMER guarantees to purchase a minimum of 70% of the total Quoted Tonnage by contract end. Initial order must be placed by March 15, 2025. SELLER will invoice CUSTOMER for any shortfall below the minimum committed tonnage at the quoted price within thirty (30) days of the purchase deadline.

STANDARD TERMS FOR BULK DEICING SALT CUSTOMERS

"SELLER" means Detroit Salt, L.C. (for sales in Michigan) or Morton Salt, Inc

"CUSTOMER" means the customer signing the price quote; and "TONS" means short tons

- Orders based on the price quote are subject to the terms and conditions set forth herein, and no agreement or other understanding in any way modifying or supplementing these conditions shall be binding upon SELLER unless made in writing and signed by an authorized executive of SELLER.
- All orders are subject to product availability. SELLER reserves the right to decline any order, suspend a shipment, or terminate an existing order for any reason that affects SELLER's ability to deliver product, including, without limitation, conditions at production facilities or terminals of SELLER or SELLER's affiliates.
- Effort will be made to ship Product as soon as possible after an order is accepted by SELLER, however SELLER shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from SELLER'S negligence, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice or other weather-related problems. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of SELLER.
- Please order at least 24 hours prior to the expected delivery date. Delivered pricing quotes are based on shipments made in dump trucks carrying a minimum quantity of 22-25 tons per shipment, except for the following: in Michigan, there is 50-ton minimum quantity (or single trailer 25-ton minimum); in Utah: a 40-ton minimum (or single trailer, 25 ton minimum or in-axle truck 18-ton minimum); In Ohio: piler delivery-200 ton minimum; a 10-ton minimum per truck pickup where offered and available. Normal delivery is 1 to 5 business days.
- Prices quoted are good for the product sourced from the stated shipping location. Any orders for product quantities exceeding Quoted Tonnage is subject to product availability and may be declined by SELLER with no liability to Customer, or may be sourced from an alternate shipping location within SELLER's network of affiliates, and are subject to price adjustment for incremental transportation costs incurred by SELLER to fulfill such orders. SELLER reserves the right: (i) to direct Customer pickups to an alternate shipping locations within a specific market (within fifty(50) miles of the original shipping location), depending on SELLER's inventory availability, and (ii) charge a fee for any in-transit load that is diverted from its original destination in order to fulfill CUSTOMER's order. For delivered pricing quotes, if fuel costs rise to a level requiring carriers to implement a fuel surcharge, SELLER reserves the right to invoice Customer for the fuel surcharge amount as an additional charge that will be shown as a separate line item on the invoice. If implemented, the fuel surcharge amount may vary weekly, and are based on the fuel cost averages published at www.eia.doe.gov.
- Orders placed for pickup may not be available for 24 hours from the time the order is placed.
- SELLER warrants the product sold hereunder is suitable for ice control only. SELLER's liability is limited to providing additional material, to the extent any material is shown to be otherwise than warranted, and SELLER shall be in no event liable otherwise or for indirect or consequential damages. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Any claims of quantity errors, quality issues, or damages must be made in writing to SELLER within five (5) days of delivery and must include satisfactory evidence. Customer, by acceptance of the Product, assumes all risk and responsibility incident to the handling and use of said product and for the results obtained through the use of said material, and shall indemnify and hold SELLER harmless of and from any and all claims with respect thereto.
- The price quote does not include any sales, use or other taxes, which will be added to the price, if applicable, as a separate line item at time of invoicing. All purchases are subject to the appropriate sales tax rate, and the Customer will be charged such tax unless Customer is exempt and has provided SELLER with the appropriate sales tax exemption certificate for Customer.
- Payment is due net thirty (30) days, subject to SELLER's Credit Department approval. SELLER reserves the right to charge a one and a half percent (1 1/2%) per month service charge on amounts outstanding more than thirty (30) days from the date of the invoice, effective as of the thirty-first day from the date of invoice. SELLER also reserves the right upon notice to CUSTOMER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoiced price for such shipments and inclusive of all freight.
- In the event of a product shortage, SELLER has the right to allocate available product among its customers, including itself.



Livonia Public Schools

Secondary Programs

Date: October 9, 2024

To: Andrea Oquist, Superintendent

From: Kevin Etue, Director

SUBJ: Adult Education Laptop Purchase

The Adult Education program is requesting to purchase new HP ProBook Notebook laptop computers. Through contract pricing the total cost for 60 laptops will be \$57,473.40 through CDW-G (Vernon Hills, IL). This purchase is budgeted as part of the WIOA Title II Adult Education grant of 2024-25 already confirmed by the State Department of Adult Education to be awarded to LPS.

The new technology will be used by the Adult Education Students (ESL, High School Completion and Adult Basic Education) for daily classroom work as well as mandatory testing.

I am asking this agenda item to be included as part of the Committee of the Whole meeting for October 14, 2024, with the intent to recommend to the Board of Education for approval at the Regular Board meeting on October 21, 2024.



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

TIM KLAN,

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

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

Convert Quote to Order

ACCOUNT MANAGER NOTES: Please inspect all product within 15 days of delivery. CDW has a strict 15 day return policy for anything damaged, and a 30 day return policy on standard product.

Thank you!

Wes
877.874.9063

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PBNM170	8/20/2024	HP - 60	1271134	\$57,473.40

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP ProBook 440 G10 14" Notebook - Full HD - Intel Core i5 13th Gen i5-1334U	60	7668487	\$957.89	\$57,473.40
Mfg. Part#: 9C4K8UT#ABA Contract: REMC Computers 2024 (REMC COMP 2024)				

SUBTOTAL	\$57,473.40
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$57,473.40

PURCHASER BILLING INFO	DELIVER TO
Billing Address: LIVONIA PUBLIC SCHOOLS ACCTS PAYABLE 15125 FARMINGTON RD LIVONIA, MI 48154-5474 Phone: (734) 523-9164 Payment Terms: NET 30-VERBAL	Shipping Address: LIVONIA PUBLIC SCHOOLS TIM KLAN 15125 FARMINGTON RD LIVONIA, MI 48154-5474 Phone: (555) 555-5555 Shipping Method: FEDEX Ground
8 Please remit payments to:	



Sales Contact Info

Wes Farrell | (877) 874-9063 | wesfar@cdw.com

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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Livonia Public Schools

Information and Instructional Technology

Date: October 11, 2024

To: Andrea Oquist, Superintendent

From: Phil Francis, Assistant Superintendent of District Services

Re: Purchase of Chromebooks

I would like to request adding an agenda item to the October 14, 2024, Committee of the Whole Meeting to discuss the Information Technology Department's recommendation of purchasing of 3,600 new Chromebooks, the majority of which will be used in our secondary buildings, and a portion of the new devices will be used in the special education resource rooms throughout the district. This purchase will replace the older devices and add new devices to our resource rooms throughout the district.

We recommend awarding the purchase to People Driven Technology in the amount of \$1,400,364 for the devices and All Covered/Konica Minolta in the amount of \$45,000 for the configuration services. The total cost of the project will be \$1,445,364. This purchase will be funded through the 2021 Bond Fund. Since this purchase is being made using MHEC bid pricing, the district's requirement to bid is satisfied.

Please add this to the agenda of the next Committee of the Whole meeting on Monday, October 14, 2024.

Attachment

c: Board of Education

PF/AS

LIVONIA PUBLIC SCHOOLS

Information Technology Department

Memorandum

To: Phil Francis, Assistant Superintendent of District Services

From: Tim Klan, Administrator of Information Technology

Date: October 11th, 2024

RE: Chromebook Replacement

The Technology Department is seeking approval for the purchase of 3,600 Chromebooks to replace older devices currently in use in our secondary buildings and to add new devices to resource rooms throughout the district. This update is essential to ensure our students have access to reliable and up-to-date technology. We would like this request placed on the agenda of the Board of Education, Committee of the Whole Meeting, on October 14th, 2024.

We recommend awarding the purchase to People Driven Technology in the amount of \$1,400,364 for the devices and All Covered/Konica Minolta in the amount of \$45,000 for the configuration services. The total cost of the project will cost \$1,445,364. This purchase will be funded through the 2021 Bond Fund. Since this purchase is being made using MHEC bid pricing, no further bids are required. Supporting documentation on the replacement is attached.

Thank you for your attention to this request.



Dell Chromebook 3120 2n1 8/64

Prepared by:

East Michigan

Jeff Seelenbinder
616-264-6725
seelenbinderj@peopledriven.com
Dawn Batson
batsond@peopledriven.com

Prepared for:

Livonia Public Schools

Tim Klan
tklan@livoniapublicschools.org

Quote Information:

Quote #: 013439

Version: 2
Delivery Date: 10/10/2024
Expiration Date: 11/09/2024

Hardware

Line	Qty	Part Number	Description	Price	Extended Price
1	3600	PDT-CB3120-2n1-8/64	Dell Chromebook 3120 2n1: N100 Processor, 8GB RAM, 64GB eMMC, Intel Wi-Fi 6 AX203, 11.6" HD (1366 x 768) Touch 2n1 Display/w Dragontrail Glass, 42Whr Battery, WFC, Dell 1 Year Mail-In Warranty, AUP June 2033	\$359.00	\$1,292,400.00
2	3600	PDT-Google	Chrome Management License EDU	\$29.99	\$107,964.00
Midwestern Higher Education Compact (MHEC) Contract Code C000000978628					

Subtotal: \$1,400,364.00



Dell Chromebook 3120 2n1 8/64

Ship To:

Livonia Public Schools
15125 Farmington Rd
Attn: Accounts Payable
ap@livoniapublicschools.org
Livonia, MI 48154
Tim Klan

tklan@livoniapublicschools.org

Bill To:

Livonia Public Schools
15125 Farmington Rd
Attn: Accounts Payable
ap@livoniapublicschools.org
Livonia, MI 48154
Tim Klan

tklan@livoniapublicschools.org

Quote Information:

Quote #: 013439
Version: 2
Delivery Date: 10/10/2024
Expiration Date: 11/09/2024

Quote Summary

Description	Amount
Hardware	\$1,400,364.00

Total: \$1,400,364.00

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

People Driven Technology

Signature: _____
Name: Jeff Seelenbinder
Title: Account Executive
Date: 10/10/2024

Livonia Public Schools

Signature: _____
Name: Tim Klan
Date: _____

ACCEPTANCE OF THE PRICE QUOTE IS MADE ONLY UPON THESE TERMS AND CONDITIONS

- 1. PRICING:** Prices for any Products or Services are valid for 30 days therefrom unless otherwise stated. Customer is responsible for (i) all applicable federal, state or local sales, use or other taxes (except taxes on People Driven Technology, Inc's net income), (ii) shipping or packing charges, (iii) insurance and (iv) any other expenses associated with the sale and transportation, or storage of the Products or tariffs and any similar charges imposed upon or in connection with the Products. The parties agree that all charges included in the price of the Products and Services set forth in the Price Quote are based upon detailed specifications supplied by Customer and any deviation requested by the Customer from such specifications may result in additional charges.
- 2. PAYMENT:** Unless otherwise specified in the Price Quote, payment for Products and Services is due net 30 days from the date of invoice. Any requests to satisfy the invoiced payment via a credit card or a prepaid card vendor program will be limited to \$5,000 per invoice.
- 3. DELIVERY:** Unless otherwise agreed in writing, the Products shall be shipped and delivered F.O.B. Customer's ship to location set forth in the Price Quote. Unless Customer instructs People Driven Technology, Inc to use a particular carrier on customer's order letter, the Products shall be shipped via a common carrier chosen by People Driven Technology, Inc.
- 4. SHORTAGE: CLAIMS AND INSPECTION:** Customer shall have the right to inspect the Products within 48 hours of receipt. Any shortages or other claims in connection with an order must be made in writing and delivered to People Driven Technology, Inc within such 48-hour period or shall be waived.
- 5. RETURNS:** Customer acknowledges that People Driven Technology, Inc shall have no obligation to accept returns of any Products ordered by and sold to Customer. People Driven Technology, Inc, at its sole discretion, may authorize the return of unused Products. Such returns cannot be made without a return authorization in writing issued by People Driven Technology, Inc.
- 6. TITLE AND RISK OF LOSS:** Unless otherwise specified in the Price Quote, title and risk of loss shall pass to Customer at the time the Products are tendered by each carrier at Customer's facilities, and any loss or damage thereafter shall not relieve Customer from any obligation hereunder. People Driven Technology, Inc reserves, and Customer hereby grants to People Driven Technology, Inc, a purchase money security interest in the Products, and all proceeds from the sale thereof, until full payment is received for all amounts due and payable by Customer.
- 7. WARRANTIES AND REMEDIES:** All Products, and the components and materials utilized in any assembled or customized Products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by People Driven Technology, Inc or the applicable Product manufacturer. People Driven Technology, Inc represents, warrants and covenants that (i) People Driven Technology, Inc shall perform all Services, if any, in accordance with the material specifications set forth in the Price Quote and (ii) the functions and features of the Services and related deliverables shall operate in the manner described in the applicable Price Quote for ninety (90) days from the completion thereof.
- 8. EXPORT RESTRICTIONS:** Products may be subject to export or resale restriction or regulation, and Customer acknowledges that it will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law (including, without limitation, that products are lead-free or RoHS compliant) is as provided to People Driven Technology, Inc by its suppliers, and People Driven Technology, Inc does not warrant its accuracy and will not be liable for any error with regard to same.
- 9. ORDER CANCELLATION:** Product cancellation and/or return is subject to manufacturer restrictions. People Driven Technology, Inc will abide by its suppliers current restrictions for all cancellation and return requests up to and including a No Cancellation or Return policy.
- 10. SPECIAL NOTICE:** Please note that VMware pricing, part numbers, and quote expiration dates may be subject to change at any time as a result of the Broadcom acquisition.



**All Covered
Statement of Work (“SOW”)**

Client Livonia Public Schools
Proposal Ref SF00023373

All Covered will deliver the Services described below.

Services	Chromebook Deployment Services Project
Total Labor Price	\$45,000.00
Estimated Start Date	TBD
Estimated Completion Date	TBD

Payment Details
All prices are exclusive of any applicable sales or use taxes, and shipping costs.

All Projects with labor fees exceeding \$10,000: These require a 50% deposit for the labor portion. Project work will not commence until the deposit is received. A progress billing of 25% of the labor amount will be due when the project moves into the testing phase. The remaining 25% of the labor amount will be billed on project completion. Any Procurement items will be billed on shipment.

Assumptions

- Access to the physical space, server and services will be made available during normal business hours.
- Client understands that service interruptions may occur during delivery of the Services (“Project”). All Covered will endeavor to minimize and forewarn Client personnel of such interruptions.
 - Access to all employees and their equipment affected by the Project will be made available during normal business hours.
 - Work performed outside standard business hours will be done both on-site and via remote access depending upon the advantage and/or necessity of being on-site versus remote. The specifics of which item(s) should be done on-site versus remotely will be finalized prior to the Project kickoff.
- The Project deliverables will include, but not be limited to the following:
 - Definition of costs;
 - Prerequisites, should they apply;
 - Implementation;
 - Management/documentation; and
 - Procurement of required materials.
- All Covered will not be responsible for the following:
 - Removing boxes or shipping materials; and
 - Disposing of or transporting IT equipment.

- Any items not specifically addressed by this SOW will be addressed by a mutually agreed change order.
- During the procurement process, All Covered can assist by expediting the delivery of equipment and standardizing billing for all costs associated with the Project. All procurement pricing included in this Project is estimated. Once the SOW is signed a final quote will be generated with 'to the day' procurement pricing.

Project Scope

The product will be shipped to the All Covered configuration center located at 30119 Research Drive, New Hudson, MI 48165.

Provider team will perform the following services:

- Assign a Provider project manager to coordinate with the customer.
- Set up the project management website, inviting key contacts.
- Receive and record all products as follows and report to the project website.
 - (3,600) Chromebooks
 - (90) Carts
- Chromebook Services:
 - Perform a hardware functionality test (boot, connect to Wi-Fi, operate keyboard).
 - Enroll devices in Customer Google Apps / G-Suite domain, via the Chrome Admin Console (CAC).
 - Update Chrome OS using the Google Recovery Drive method (if necessary).
Please note: This method typically results in the most recent stable release of ChromeOS. At times, a more recent update may be available only via the cloud. Google typically releases updates on a weekly basis—some are major, and some are minor—if an update is released mid-project, devices produced across the release date threshold may have OS version variations.
 - Download the customer's pre-configured wireless access settings.
 - Supply and affix asset tags. Record asset tag information for asset insertion to the Chrome Admin Console.
 - (3,150) Chromebooks will be placed into the (90) carts. (450) Chromebooks will be in retail packaging.
 - Assign the Dell Chromebooks to the appropriate carts and build the OU's in the Chrome Admin Console.
 - Produce an inventory report to include model, serial, asset tag, and location information.
- Cart Services:
 - All Covered will pick up the (90) carts in batches to perform all services offsite at the All Covered facility.

- Remove existing Surface Go 2's from the carts. The removed devices will be held in the All Covered warehouse for ITAD pick up. (ITAD services through All Covered can be quoted as a separate project)
- Rewire the carts with the updated USB-C power supply and cables. (Assumption is majority of carts are pre-wired)
- Install (3,150) Chromebooks into the (90) carts. 35 Chromebooks per cart.
- Deliver the (3,600) Chromebooks and (90) carts to up to 22 customer-supplied locations within the school district.

Customer Responsibilities

- A. Configure the CAC such that desired profiles and configurations are in place and have been tested. NOTE: The CAC and Chrome OS do not provide a means to verify payload download visually or programmatically without putting devices in Developer Mode.
- B. Provide administrative and API access to the CAC. API access allows for automatic asset association with your devices.
- C. If desired, provide a template for inventory collection that can be imported into your asset management system. Alternatively, the Provider will supply the data in a standard format.
- D. Avoid any changes to the CAC during the provisioning time frame.
- E. Provide ship-to location and receiving for approval unit.
- F. Provide pick up and ship-to locations for the remainder of systems.
- G. If desired, provide a template for inventory collection that can be imported into your asset management system. Alternatively, the Provider will supply the data in a standard format.
- H. Providing services meets expectations, acknowledging acceptance of services with signature.

Terms and Conditions of Service

By executing this SOW, Client agrees to purchase the Services designated above and further agrees that the Services shall be subject to the following Terms and Conditions of Service.

1. **Fees and Payment:** Client agrees to pay all fees specified in this SOW. Invoices are payable net 30 days from invoice date. Client shall be responsible for all applicable taxes arising from the services. All Covered may suspend service if Client has failed to pay any undisputed invoice within fifteen (15) days of the due date. Unpaid invoices will be subject to a monthly service charge which is the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law.

Product Surcharge: All Covered reserves the right to charge Client for the time utilized in the development of quotes for hardware or software not ultimately purchased through All Covered at the then current hourly rate for contracted clients.

2. **Limited Warranty:** (a) All Covered warrants for a period of thirty (30) days following delivery (the "Warranty Period") that all Services shall be performed in a professional manner in accordance with generally applicable industry standards. All Covered's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for All Covered to re-perform any deficient Services, or, if All Covered is unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient Services. All Covered shall have no obligation with respect to a warranty

claim: (i) if notified of such claim after the Warranty Period or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party. (b) THIS SECTION 2 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY ALL COVERED. ALL COVERED MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY ALL COVERED HEREUNDER ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

3. COMPENSATION FOR HIRING OTHER PARTY'S EMPLOYEES: During the term of this SOW, and for twelve (12) months thereafter, if either party hires (whether as an employee, independent contractor or otherwise) any employee of the other party (or ex-employee within six (6) months of such employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring party shall pay to the other party as reasonable compensation for the loss of the employee the sum of Fifty Thousand Dollars (\$50,000).

4. LIMITATION OF LIABILITY: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. ALL COVERED SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ALL COVERED'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THIS SOW, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY CLIENT TO ALL COVERED HEREUNDER.

5. Confidential and Proprietary Information: (a) Each party agrees that all know-how, business, technical and financial information it obtains (as a "Receiving Party") from the disclosing party (as a "Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this SOW, the Receiving Party will hold in confidence and not use or disclose any of the Disclosing Party's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order. (b) Any templates, schematics, processes or technical documentation provided by All Covered shall be deemed Confidential Information and proprietary information of All Covered without any marking or further designation. Client may use such information solely for its own internal business purposes. All Covered shall retain all rights to the aforementioned, which shall be returned to All Covered upon termination of the SOW. (c) All Covered shall maintain the confidentiality of protected health information in its possession or under its control in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act.

6. Independent Contractor: All Covered and Client shall at all times be independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. Assignment: This SOW may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed provided, however, that All Covered may retain qualified third-party subcontractors to provide some of the services set forth in this SOW without Client's prior consent. No consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of the party's assets. Any purported assignment in violation of this section shall be void.

8. Disputes; Governing Law; Arbitration; Attorney's Fees: New Jersey law, without regard to its conflict of laws principles, shall govern and enforce this SOW. Any legal action between the parties arising out of or related to this SOW shall be adjudicated by binding arbitration by JAMS, Inc. in Bergen County, New Jersey in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.

9. Complete Understanding; Modification: This SOW, as well as any applicable terms of service posted at www.allcovered.com/terms, shall constitute the full and complete understanding and agreement between Client and All Covered and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this SOW shall be effective only if in writing and signed by both parties.

10. Waiver and Severability: Waiver or failure by either party to exercise in any respect any right or obligation provided for in this SOW shall not be deemed a waiver of any further right or obligation hereunder. If any provision of this SOW is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this SOW shall continue in full force and effect.

11. Force Majeure: Neither party shall be liable to the other for any delay or failure to perform any obligation under this SOW, except for a failure to pay fees, if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, power outages, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

12. Notices: Any notice or communication required or permitted to be given under this SOW shall be in writing and addressed to All Covered, Attn. Legal Counsel, 1051 E. Hillsdale Blvd., Suite 510, Foster City, CA 94404 and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

13. Counterparts. This SOW may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the SOW, or any document created pursuant to the SOW, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the SOW, the parties waive their right to raise any defense based on the execution of the SOW in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Client

**All Covered, a division of Konica Minolta
Business Solutions U.S.A., Inc.**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:



Livonia Public Schools

Student Services

Date: October 8, 2024

To: Andrea Oquist, Superintendent

From: Maegan Sprow, Director of Student Services

Re: Practical Assessment Exploration System (PAES) Lab

The Student Services Department is requesting to purchase a PAES Lab. The total cost for the Lab through Practical Assessment Explorations System will be:

(1) The Practical Assessment Exploration System 2024 Edition	\$39,875
(5) Pre-Paid App Renewal Years (\$1,000 each)	\$ 5,000
Total Investment	\$44,875

This purchase is budgeted as part of the Act 18 discretionary Special Education funds.

The PAES Lab will be used by Churchill Special Education students.

I am asking this agenda item to be included as part of the Committee of the Whole meeting for October 14, 2024, with the intent to recommend to the Board of Education for approval at the Regular Board meeting on October 21, 2024

c: Board of Education

PAES

PRACTICAL ASSESSMENT EXPLORATION SYSTEM

QUOTE

October 1, 2024

Caitlin VerMeer, MA, BCBA
Coordinator of Student Services
Livonia Public Schools

Phone: (734) 367-3925

Email: cvermeer@livoniapublicschools.org

Quote # Q-1173

Quote Expires: April 1, 2025

From: Jamie Coker

Submit Purchase Orders to:

orders@paesauthor.com

Include Quote # on PO

Qty.	Product Description	Price
1	Practical Assessment Exploration System 2024 Edition Curriculum Component with PAES Business/Marketing Component Computer Technology Component Consumer/Service Component Processing/Production Component Construction/Industrial Component 7 Shelving Units 1 Heavy Duty Workbench Lab Unpack & One-Day On-Site Training Shipping *First Year Software License	\$39,875.00
5	Pre-Paid App Renewal Years (\$1,000 each)	\$5,000.00
Total Investment		\$44,875.00

*** PAES Scan App Notes:**

Each Renewal License is \$1,500.00 for the first year and subsequent years thereafter.
OR Pre-Purchase up to 5 years at \$1,000 each.

Software is compatible with the following Devices (Not included with purchase of app license):

- iPad IOS 11 or above and Android Tablets v 5.1 or above
- Requires a 10" Screen or larger



Date: October 14, 2024
To: Andrea Oquist, Superintendent
From: Theresa O'Brien, Chief Academic Officer
Subject: Purchase of Decodable Books, Books for Classroom Libraries and Student Home Libraries

I would like to request to be placed on the Curriculum Committee agenda for the October 14, 2024 Board of Education Committee of the Whole meeting with a recommendation to purchase literacy materials using the the 35j Grant and General Funds. Last year we applied for and were awarded 1.8 million dollars in grants to support literacy at the PreK through 5th grades. We have utilized these funds to provide students with books to take home over the summer, OG and Morphology training for teachers along with training support materials, fifth grade student consumable books from HMH and decodable texts for elementary interventionists to use with students who are reading below grade level. For this round of purchases we would like to purchase the following:

Decodable readers for Kindergarten and 2nd Grade Classrooms from Pioneer Valley Books in Northampton, Massachusetts for \$139,311.00. This purchase would include sets of readers to be used by classroom teachers as a part of their Tier I phonics instruction.

We would like to provide Pre-K through 5th grade classroom teachers with \$1,000 in grant funds to purchase new books for their classroom libraries. Sixth grade and Resource classroom teachers would also receive funds to purchase books through general funds. The books would be purchased from Barnes and Noble, Scholastic and Amazon. The total of this purchase would be \$350,000.

Lastly, we would like to approval to spend the second part of the grant that provides money for students Preschool through 5th Grade (grades allowable under the grant), to receive 5 books to take home over the summer to read. We would like the approval early this year so that schools may create a better plan for students to choose books to take home. The books may be purchased from Barnes and Noble, Scholastic and Amazon. The total purchase for all students is \$324,000.00.

The total purchases equal \$813,311.00

Thank you for your consideration of this request.



Date: October 10, 2024

To: Andrea Oquist, Superintendent

From: Alison Smith, Chief Financial Officer

Re: Financial Update

The external audit of the district's accounting records for the 2023-2024 school year is wrapping up and financial statements are in the process of being finalized. I have invited representatives from the school district's auditing firm Plante Moran to join us at the Board of Education Finance Committee meeting on Monday, October 14, 2024, to go over highlights of the financial statements and explain the audit process that took place.

Plante Moran conducted their audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards. In performing an audit in accordance with GAAS and Government Auditing Standards, Plante Moran:

- Exercises professional judgment and maintains professional skepticism throughout the audit.
- Identifies and assesses the risks of material misstatement of the financial statements, whether due to fraud or error, and designs and performs audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtains an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the School District's internal control.
- Evaluates the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluates the overall presentation of the financial statements.
- Concludes whether, in their judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School District's ability to continue as a going concern for a reasonable period of time.

Attached is a packet of information prepared by Plante Moran that contains key reports from the financial statements that they will review with the Board of Education on Monday. In these materials is a Budgetary Comparison Schedule for the General Fund like what was reviewed with the Board at this week's study session. As discussed, the budget-to-actual analysis showcases our precision in financial planning and execution. General Fund revenue came in favorably by 0.3% of what was budgeted, and General Fund expenditures came in favorably by 1.1% of what was budgeted.

In the 2024-2025 adopted budgeted, we planned for a positive budget variance of \$1.0 million. We budgeted to start the 2024-2025 school year with a \$31.7 million or 17.1% fund balance. During the first budget amendment, I will reflect an actual beginning fund balance of \$33.5 million or 18.8%. We also planned for a \$241 per pupil foundation allowance increase. The School Aid budget signed by the Governor after we adopted our budget included a \$0 per pupil foundation allowance increase. Instead, the legislators created a new categorical line item (Section 147a4) to reimburse the district 5.75% of our MPERS costs. This new categorical is estimated to be more than what would have been generated by a \$241 per pupil increase. This change will be reflected in our first budget amendment in December.

Please include this agenda item for the Monday, October 14, 2024, Board of Education Finance Committee meeting. As always, please contact me if you have any questions.

Attachment

c: Board of Education

Livonia Public Schools

**Draft Audit Meeting
October 14, 2024**

Independent Auditor's Report

To the Board of Education
Livonia Public Schools

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Livonia Public Schools (the "School District") as of and for the year ended June 30, 2024 and the related notes to the financial statements, which collectively comprise the School District's basic financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the School District as of June 30, 2024 and the respective changes in its financial position and, where applicable, its cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the School District and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School District's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

To the Board of Education
Livonia Public Schools

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the School District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information, as identified in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the School District's basic financial statements. The other supplementary information, as identified in the table of contents, is presented for the purpose of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

To the Board of Education
Livonia Public Schools

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated on our consideration of the School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School District's internal control over financial reporting and compliance.

Draft

Governmental Funds
Statement of Revenue, Expenditures, and Changes in Fund Balances

Year Ended June 30, 2024

	General Fund	Special Education Fund	Formerly Major - 2021 Bond Series I Fund	2021 Bond Series II Fund	Nonmajor Funds	Total Governmental Funds
Revenue						
Local sources	\$ 34,250,470	\$ -	\$ -	\$ -	\$ 34,230,070	\$ 68,480,540
State sources	146,729,639	10,671,702	-	-	3,839,020	161,240,361
Federal sources	13,027,516	-	-	-	3,425,534	16,453,050
Interdistrict sources	11,839,905	10,742,917	-	-	-	22,582,822
Net realized/unrealized investment earnings	1,761,065	-	-	3,314,201	1,146,406	6,221,672
Total revenue	207,608,595	21,414,619	-	3,314,201	42,641,030	274,978,445
Expenditures						
Current:						
Instruction	120,345,045	10,343,492	-	-	-	130,688,537
Support services	76,961,239	7,498,386	-	165,063	3,302,359	87,927,047
Athletics	2,015,924	-	-	-	-	2,015,924
Food services	-	-	-	-	5,515,724	5,515,724
Community services	3,027,539	-	-	-	-	3,027,539
Debt service:						
Principal	-	-	-	-	11,805,000	11,805,000
Interest	-	-	-	-	10,866,081	10,866,081
Other debt costs	-	-	-	-	3,877	3,877
Capital outlay	4,115,514	118,461	-	42,242,766	18,431,741	64,908,482
Total expenditures	206,465,261	17,960,339	-	42,407,829	49,924,782	316,758,211
Excess of Revenue Over (Under) Expenditures	1,143,334	3,454,280	-	(39,093,628)	(7,283,752)	(41,779,766)
Other Financing Sources (Uses)						
Proceeds from sale of capital assets	-	-	-	-	652,334	652,334
Transfers in (Note 8)	2,159,664	-	-	-	1,640,336	3,800,000
Transfers out (Note 8)	(1,500,000)	(2,000,000)	-	-	(300,000)	(3,800,000)
Total other financing sources (uses)	659,664	(2,000,000)	-	-	1,992,670	652,334
Net Change in Fund Balances	1,802,998	1,454,280	-	(39,093,628)	(5,291,082)	(41,127,432)
Fund Balances - Beginning of year, as previously reported	31,542,115	159,380	10,894,354	70,339,195	15,001,619	127,936,663
Change within Financial Reporting Entity (Note 2)	-	-	(10,894,354)	-	10,894,354	-
Fund Balances - Beginning of year, as adjusted or restated	31,542,115	159,380	-	70,339,195	25,895,973	127,936,663
Fund Balances - End of year	<u>\$ 33,345,113</u>	<u>\$ 1,613,660</u>	<u>\$ -</u>	<u>\$ 31,245,567</u>	<u>\$ 20,604,891</u>	<u>\$ 86,809,231</u>

**Required Supplementary Information
Budgetary Comparison Schedules
General Fund**

Year Ended June 30, 2024

	Original Budget	Final Budget	Actual	Over (Under) Final Budget
Revenue				
Local sources	\$ 31,649,366	\$ 33,717,196	\$ 34,190,844	\$ 473,648
State sources	131,743,679	135,104,197	134,830,467	(273,730)
Federal sources	29,587	58,785	58,785	-
Interdistrict sources	9,424,279	11,333,996	11,667,227	333,231
Net realized/unrealized investment earnings	1,200,000	1,673,904	1,761,065	87,161
Total revenue	174,046,911	181,888,078	182,508,388	620,310
Expenditures				
Current:				
Instruction:				
Basic programs	86,489,142	90,163,302	89,813,858	(349,444)
Added needs	16,851,620	17,545,233	17,211,023	(334,210)
Support services:				
Pupil	7,439,601	9,068,470	8,967,554	(100,916)
Instructional staff	8,071,914	8,922,647	8,834,124	(88,523)
General administration	994,846	937,895	904,538	(33,357)
School administration	11,974,639	12,215,132	12,073,390	(141,742)
Business	2,386,580	2,376,084	2,329,715	(46,369)
Operations and maintenance	19,340,354	21,213,689	21,201,341	(12,348)
Pupil transportation services	8,870,311	9,380,340	9,295,934	(84,406)
Central	5,469,698	5,816,589	5,755,279	(61,310)
Athletics	3,554,611	2,978,312	2,233,726	(744,586)
Community services	2,939,220	3,102,263	3,084,910	(17,353)
Total expenditures	174,382,536	183,719,956	181,705,392	(2,014,564)
Excess of Revenue (Under) Over Expenditures	(335,625)	(1,831,878)	802,996	2,634,874
Other Financing Sources (Uses)				
Transfers in	2,607,912	2,550,000	2,500,002	(49,998)
Transfers out	(1,500,000)	(1,500,000)	(1,500,000)	-
Total other financing sources	1,107,912	1,050,000	1,000,002	(49,998)
Net Change in Fund Balance	772,287	(781,878)	1,802,998	2,584,876
Fund Balance - Beginning of year	31,542,115	31,542,115	31,542,115	-
Fund Balance - End of year	\$ 32,314,402	\$ 30,760,237	\$ 33,345,113	\$ 2,584,876

Required Supplementary Information
Budgetary Comparison Schedules
General Fund - Funded Projects

Year Ended June 30, 2024

	Original Budget	Final Budget	Actual	(Under) Over Final Budget
Revenue				
Local sources	\$ 37,800	\$ 114,764	\$ 59,626	\$ (55,138)
State sources	8,639,346	16,538,691	11,899,172	(4,639,519)
Federal sources	14,829,599	13,190,790	12,968,731	(222,059)
Interdistrict sources	-	270,645	172,678	(97,967)
Total revenue	23,506,745	30,114,890	25,100,207	(5,014,683)
Expenditures				
Current:				
Instruction	12,915,497	18,724,018	14,943,818	(3,780,200)
Support services	9,985,451	10,811,175	9,314,125	(1,497,050)
Community services	177,019	161,004	501,926	340,922
Total expenditures	23,077,967	29,696,197	24,759,869	(4,936,328)
Excess of Revenue Over Expenditures	428,778	418,693	340,338	(78,355)
Other Financing Uses - Transfers out	(428,778)	(418,693)	(340,338)	78,355
Net Change in Fund Balance	-	-	-	-
Fund Balance (Deficit) - Beginning of year	-	-	-	-
Fund Balance (Deficit) - End of year	\$ -	\$ -	\$ -	\$ -

June 30, 2024

	General Fund	Special Education Fund	2021 Bond Series II Fund	Nonmajor Funds	Total Governmental Funds
Assets					
Cash and cash equivalents (Note 4)	\$ 24,160,176	\$ -	\$ -	\$ 3,116	\$ 24,163,292
Investments (Note 4)	27,273,767	-	-	-	27,273,767
Receivables:					
Property taxes receivable	74,714	-	-	-	74,714
Other receivables	21,638	-	-	13,488	35,126
Due from other governments	32,036,244	477,955	-	59,649	32,573,848
Due from other funds (Note 8)	-	8,767,699	1,426,950	8,942,611	19,137,260
Inventory	1,624	-	-	47,698	49,322
Prepaid expenses and other assets	443,968	1,654	-	-	445,622
Restricted assets (Note 5)	-	-	45,471,237	13,984,255	59,455,492
Total assets	\$ 84,012,131	\$ 9,247,308	\$ 46,898,187	\$ 23,050,817	\$ 163,208,443
Liabilities					
Accounts payable	\$ 1,181,077	\$ 36,218	\$ 15,652,620	\$ 2,320,960	\$ 19,190,875
Due to other governmental units	5,871,685	5,946,091	-	-	11,817,776
Due to other funds (Note 8)	19,731,548	-	-	-	19,731,548
Accrued liabilities and other	19,029,316	1,561,339	-	7,932	20,598,587
Unearned revenue (Note 6)	4,853,392	-	-	117,034	4,970,426
Total liabilities	50,667,018	7,543,648	15,652,620	2,445,926	76,309,212
Deferred Inflows of Resources - Unavailable revenue (Note 6)	-	90,000	-	-	90,000
Total liabilities and deferred inflows of resources	50,667,018	7,633,648	15,652,620	2,445,926	76,399,212
Fund Balances					
Nonspendable - Inventory and prepaid expense	445,592	1,654	-	47,698	494,944
Restricted:					
Debt service	-	-	-	4,145,109	4,145,109
Capital projects	-	-	31,245,567	8,188,673	39,434,240
Food service	-	-	-	1,493,594	1,493,594
Committed - Student activities	-	-	-	1,781,389	1,781,389
Assigned:					
Subsequent year's budget	1,430,252	-	-	-	1,430,252
Capital projects	-	-	-	4,948,428	4,948,428
Center programs	-	1,612,006	-	-	1,612,006
Unassigned	31,469,269	-	-	-	31,469,269
Total fund balances	33,345,113	1,613,660	31,245,567	20,604,891	86,809,231
Total liabilities, deferred inflows of resources, and fund balances	\$ 84,012,131	\$ 9,247,308	\$ 46,898,187	\$ 23,050,817	\$ 163,208,443

June 30, 2024

	<u>Governmental Activities</u>
Assets	
Cash and investments (Note 4)	\$ 51,437,059
Receivables:	
Property taxes receivable	74,714
Other receivables	35,126
Due from other governments	32,573,848
Inventory	49,322
Prepaid expenses and other assets	686,721
Restricted assets - Cash and cash equivalents (Note 4)	59,455,492
Net OPEB asset (Note 10)	6,195,296
Capital assets - Net (Note 7)	<u>382,357,869</u>
Total assets	532,865,447
Deferred Outflows of Resources	
Deferred pension costs (Note 10)	100,281,441
Deferred OPEB costs (Note 10)	<u>22,321,948</u>
Total deferred outflows of resources	122,603,389
Liabilities	
Accounts payable	19,441,344
Due to other governmental units	11,817,776
Accrued liabilities and other	22,325,172
Unearned revenue (Note 6)	4,970,426
Noncurrent liabilities:	
Due within one year: (Note 9)	
Compensated absences	532,132
Current portion of bonds and related premiums	13,586,658
Due in more than one year (Note 9)	285,227,002
Net pension liability (Note 10)	<u>350,200,637</u>
Total liabilities	708,101,147
Deferred Inflows of Resources	
Revenue in support of pension contributions made subsequent to the measurement date (Note 10)	21,523,770
Deferred pension cost reductions (Note 10)	40,083,446
Deferred OPEB cost reductions (Note 10)	<u>50,841,834</u>
Total deferred inflows of resources	<u>112,449,050</u>
Net Position (Deficit)	
Net investment in capital assets	120,842,336
Restricted:	
Debt service	2,527,747
Capital projects	4,844,932
Net OPEB Asset	6,195,296
Unrestricted	<u>(299,491,672)</u>
Total net position (deficit)	<u>\$ (165,081,361)</u>

Schedule of Findings and Questioned Costs

Year Ended June 30, 2024

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? _____ Yes X No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes X None reported
- Noncompliance material to financial statements noted? _____ Yes X None reported

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____ Yes X No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes X None reported

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)? _____ Yes X No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster	Opinion
84.027, 84.173	IDEA - Special Education Cluster	Unmodified

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as low-risk auditee? _____ X Yes _____ No

Section II - Financial Statement Audit Findings

Reference Number	Finding
Current Year	None

Section III - Federal Program Audit Findings

Reference Number	Finding	Questioned Costs
Current Year	None	

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2024

Federal Agency Name/Pass-through Agency/Federal Program Title	Grant/Project Number	Assistance Listing Number	Approved Grant Amount	(Memo Only) Prior Year Expenditures	Accrued (Deferred) Revenue at July 1, 2023	Adjustments and Transfers	Federal Funds/Payments In-kind Received	Federal Expenditures	Accrued (Deferred) Revenue at June 30, 2024	Current Year Cash Transferred to Subrecipients
Clusters:										
Child Nutrition Cluster - U.S. Department of Agriculture - Passed through the Michigan Department of Education:										
Noncash assistance (commodities) - National School Lunch Program:										
Entitlement commodities 2023-24	N/A	10.555	\$ 227,948	\$ -	\$ -	\$ -	\$ 227,948	\$ 227,948	\$ -	\$ -
Bonus commodities 2023-24	N/A	10.555	437	-	-	-	437	437	-	-
Noncash assistance (commodities) subtotal			228,385	-	-	-	228,385	228,385	-	-
Cash assistance:										
National School Breakfast Program September 2023-24	231970	10.553	75,847	-	-	-	75,847	75,847	-	-
National School Breakfast Program October thru June 2023-24	241970	10.553	625,696	-	-	-	625,696	625,696	-	-
School Breakfast subtotal		10.553	701,543	-	-	-	701,543	701,543	-	-
National School Lunch Program September 2023-24	231960	10.555	246,397	-	-	-	246,397	246,397	-	-
National School Lunch Program October thru June 2023-24	241960	10.555	1,777,307	-	-	-	1,777,307	1,777,307	-	-
Supply Chain Assistance	220910	10.555	588,216	451,793	(136,423)	-	-	-	136,423	-
Supply Chain Assistance	240910	10.555	315,398	-	-	-	315,398	315,398	-	-
National School Lunch program (incl. commodities) subtotal		10.555	3,155,703	451,793	(136,423)	-	2,567,487	2,703,910	-	-
Total Child Nutrition Cluster			3,857,246	451,793	(136,423)	-	3,269,030	3,405,453	-	-
Special Education Cluster - U.S. Department of Education:										
Special Education Grants to States - Passed through Wayne County RESA - IDEA Flowthrough:										
IDEA Flowthrough - Regular 2324	240450	84.027A	3,629,672	-	-	-	3,629,672	3,629,672	-	-
IDEA Flowthrough CPE - Regular 2324	240450	84.027A	546,152	-	-	-	546,152	546,152	-	-
Special Education Preschool:										
IDEA Preschool 2223	230460	84.173A	250,996	250,091	-	-	905	905	-	-
IDEA Preschool 2324	240460	84.173A	236,357	-	-	-	236,357	236,357	-	-
COVID-19 American Rescue Plan - IDEA Preschool 2122	221285	84.173X	141,196	-	-	-	1,172	1,172	-	-
IDEA - Passed through Wayne County RESA subtotal			4,804,373	250,091	-	-	4,414,258	4,414,258	-	-
Passed through Marquette-Alger RESA - IDEA, Part B - IDEA Grant Funded Initiatives										
IDEA, Part B - IDEA Grant Funded Initiatives	240470	84.027A	2,400	-	-	-	2,400	2,400	-	-
Total Special Education Cluster			4,806,773	250,091	-	-	4,416,658	4,416,658	-	-
Medicaid Cluster - U.S. Department of Health and Human Services - Passed through Wayne County RESA - Medicaid Outreach 2324										
Medicaid Outreach 2324		93.778	58,785	-	-	-	58,785	58,785	-	-
Total cluster programs			8,722,804	701,884	(136,423)	-	7,744,473	7,880,896	-	-
Other federal programs:										
U.S. Department of Education - Passed through Michigan Department of Education:										
Title I Grants to Local Educational Agencies										
Title I, Part A 2223	231530	84.010	1,468,367	1,341,153	167,756	-	167,756	-	-	-
Title I, Part A 2324	241530	84.010	1,543,382	-	-	-	1,351,929	1,515,965	164,036	-
Total Title I, Part A			3,011,749	1,341,153	167,756	-	1,519,685	1,515,965	164,036	-
Title II - Supporting Effective Instruction State Grants:										
Title II, Part A Supporting Effective Instruction 2223	230520	84.367	392,569	346,570	30,959	-	30,959	-	-	-
Title II, Part A Supporting Effective Instruction 2324	240520	84.367	321,544	-	-	-	281,090	296,350	15,260	-
Total Title II, Part A			714,113	346,570	30,959	-	312,049	296,350	15,260	-

Schedule of Expenditures of Federal Awards (Continued)

Year Ended June 30, 2024

Federal Agency Name/Pass-through Agency/Federal Program Title	Grant/Project Number	Assistance Listing Number	Approved Grant Amount	(Memo Only) Prior Year Expenditures	Accrued (Deferred) Revenue at July 1, 2023	Adjustments and Transfers	Federal Funds/Payments In-kind Received	Federal Expenditures	Accrued (Deferred) Revenue at June 30, 2024	Current Year Cash Transferred to Subrecipients
Other federal programs (continued):										
U.S. Department of Education - Passed through Michigan Department of Education (continued):										
Title III, English Language Acquisition State Grants:										
Title III, Immigrant Students 2022-2023	230570	84.365A	20,610	\$ 16,372	\$ 2,264	\$ -	\$ 2,264	\$ -	\$ -	\$ -
Title III, Immigrant Students 2023-2024	240570	84.365A	22,587	-	-	-	9,783	17,988	8,205	-
Title III, Limited English Proficient Students 2023-2024	240580	84.365A	71,372	-	-	-	55,837	55,837	-	-
Total Title III, English Language Acquisition State Grants			114,569	16,372	2,264	-	67,884	73,825	8,205	-
Title IV, Part A SSAE -										
Title IV, Part A Student Support and Academic Enrichment 2023-2024	240750	84.424A	121,485	-	-	-	106,426	106,426	-	-
Career and Technical Education - Basic Grants to States:										
Federal General Instruction 2022-2023	231130	84.002A	181,507	145,709	2,702	-	2,702	-	-	-
Federal General Instruction 2023-2024	241130	84.002A	185,876	-	-	-	87,593	95,586	7,993	-
Total Adult Education - Basic Grants to States			367,383	145,709	2,702	-	90,295	95,586	7,993	-
Education Stabilization Fund - U.S. Department of Education - Passed through Michigan Department of Education:										
COVID-19 Sec. 98c ESSER II - Per-Pupil Payments for Learning Loss	213782	84.425D	695,122	669,253	62,985	-	82,056	19,071	-	-
COVID-19 Sec. 23b(2)(a) ESSER II - Summer Programming K-8	213722	84.425D	677,050	467,886	467,886	-	637,595	169,709	-	-
COVID-19 Sec. 23b(2)(b) ESSER II - Credit Recovery 9-12	213742	84.425D	485,100	310,537	310,537	-	321,274	10,737	-	-
COVID-19 Section 11t Equalization Funds	213723	84.425U	5,538,520	2,338,090	201,798	-	2,216,941	3,200,430	1,185,287	-
COVID-19 MV American Rescue Plan/Homeless II	211012	84.425W	42,695	29,679	-	-	13,016	13,016	-	-
COVID-19 American Rescue Plan/ESSER III	213713	84.425U	9,779,121	7,126,847	245,907	-	2,898,181	2,652,274	-	-
Total Elementary and Secondary School Emergency Relief			17,217,608	10,942,292	1,289,113	-	6,169,063	6,065,237	1,185,287	-
U.S. Department of Education - Passed through Wayne County RESA -										
Carl D. Perkins Career and Technical Education Program:										
Carl D. Perkins Grant 2022-2023	233520	84.048A	253,085	253,085	19,494	-	19,494	-	-	-
Carl D. Perkins Grant 2023-2024	243520	84.048A	327,592	-	-	-	322,167	322,167	-	-
Total Perkins Career and Technical Education Program		84.048A	580,677	253,085	19,494	-	341,661	322,167	-	-
COVID-19 Special Education - Grants for Infants and Families:										
COVID-19 ARP IDEA PART C Early On Funds	221283	84.181X	64,248	-	-	-	25,415	25,415	-	-
COVID-19 Early on Federal 2023-2024	241340	84.181X	56,750	-	-	-	56,750	56,750	-	-
Total Early on Federal Program			120,998	-	-	-	82,165	82,165	-	-
Total U.S. Department of Education noncluster programs			22,248,582	13,045,181	1,512,288	-	8,689,228	8,557,721	1,380,781	-
U.S. Department of Agriculture - Passed through Michigan Department of Education-										
Local Food for Schools	230985	10.185	45,870	45,870	45,870	-	45,870	-	-	-
Total noncluster programs			22,294,452	13,091,051	1,558,158	-	8,735,098	8,557,721	1,380,781	-
Total federal awards			\$ 31,017,256	\$ 13,792,935	\$ 1,421,735	\$ -	\$ 16,479,571	\$ 16,438,617	\$ 1,380,781	\$ -

October __, 2024

To the Board of Education
Livonia Public Schools

We have audited the financial statements of Livonia Public Schools (the "School District") as of and for the year ended June 30, 2024 and have issued our report thereon dated October __, 2024. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility Under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated May 1, 2024, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of our audit, we considered the internal control of the School District. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Our audit of the School District's financial statements has also been conducted in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States. Under *Government Auditing Standards*, we are obligated to communicate certain matters that come to our attention related to our audit to those responsible for the governance of the School District, including compliance with certain provisions of laws, regulations, contracts, and grant agreements; certain instances of error or fraud; illegal acts applicable to government agencies; and significant deficiencies in internal control that we identify during our audit. Toward this end, we issued a separate letter dated October __, 2024 regarding our consideration of the School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our meeting about planning matters on July 3, 2024.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the School District are described in Note 2 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during fiscal year 2024.

We noted no transactions entered into by the School District during the year for which there is a lack of authoritative guidance or consensus.

We noted no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were the School District's share of the MPSERS net liability for the pension and net asset for the other postemployment benefit (OPEB) plans recorded on the government-wide statements related to GASB Statement Nos. 68 and 75, respectively. The School District's estimates as of June 30, 2024 were \$350 million liability and \$6.2 million asset for the pension and OPEB plans, respectively, based on data received from the Office of Retirement Services. We evaluated the key factors and assumptions used to develop the accounting estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was as follows:

The disclosure of the School District's participation in the Michigan Public Schools Employees' Retirement System in Note 10 to the financial statements describes the various estimates that were involved in the recording of these retirement expenses.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in performing and completing our audit.

Disagreements with Management

For the purpose of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report

We are pleased to report that no such disagreements arose during the course of our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management.

We did not detect any misstatements as a result of audit procedures.

Significant Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the School District, and business plans and strategies that may affect the risks of material misstatement, with management each year prior to our retention as this School District's auditors. However, these discussions occurred in the normal course of our professional relationship, and our responses were not a condition of our retention.

We noted no instances in which there were significant issues that were disclosed or were the subject of correspondence with management prior to or during our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October __, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a second opinion on certain situations. If a consultation involves application of an accounting principle to the School District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts.

To our knowledge, there were no such consultations with other accountants.

This information is intended solely for the use of the Board of Education and management of the School District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Plante & Moran, PLLC

Lisa M. Vargo, CPA

Draft



Livonia Public Schools

Secondary Programs

Date: October 7, 2024
To: Andrea Oquist, Superintendent
From: Kevin Etue, Director of Secondary Programs and District Services
SUBJ: Board Policy IKF

I am requesting to continue discussions with the Board of Education on Board Policy IKF - School Stores at the Committee of the Whole Board Meeting on Monday, October 14, 2024. As always, please let me know if you have any questions.

BOARD POLICY

IKF

INSTRUCTIONAL PROGRAM SCHOOL STORES

JUNE 20, 1988
~~Reviewed 5/2014~~
NOVEMBER 18, 2024

The superintendent or designee shall be authorized to establish school stores for the purpose of the sale of books and related instructional equipment **school supplies, school and/or district spirit wear and merchandise, and food and beverage.** Items for sale by the school store must be in compliance with district policy and state and federal law and approved by the Director of **Secondary Programs and District Services or designee.** ~~These stores shall be maintained primarily in secondary schools, and the accounting procedures shall conform with good auditing procedures and account controls as recommended by the law. It shall be the intent of these stores to operate on a nonprofit basis, and their revolving funds shall be reported periodically to the Board by the treasurer of the school district.~~ **Accounting procedures for the school stores will align with best practices as outlined by the Governmental Accounting Standards Board (GASB) and as approved by the Chief Financial Officer. Sales reports will be provided monthly to the Chief Financial Officer or designee.**

LEGAL REF.: Healthy, Hunger-Free Kids Act of 2010



Livonia Public Schools

Academic Services

Date: October 12, 2024
To: Andrea Oquist, Superintendent
From: Theresa O'Brien, Chief Academic Officer
SUBJ: Board Policy and Administrative Procedures

I am requesting to continue discussions with the Board of Education regarding the following Board Policy and Administrative Procedures at the Committee of the Whole Meeting on Monday, October 14, 2024. As always, please let me know if you have any questions.

- Administrative Procedure II – High School Testing
- Board Policy IF- Instructional Resources
- Administrative Procedure IF – Instructional Resources, IF(1) –Copyright Law and Fair Use
- Administrative Procedure IFA(1) – Student Livnet Access Policy, IFA(2) – Staff Livnet Access Policy, IFA(3) – Guest Network, IFA(4) – District Website

TO/tg

ADMINISTRATIVE PROCEDURES

II

INSTRUCTIONAL PROGRAM

HIGH SCHOOL TESTING

~~March 1, 1990~~

October 14, 2024

The School District will provide high school students access and opportunities through state required assessments and assessments that provide students with access to post-secondary credits.

Michigan Merit Exam (MME)

The Michigan Merit Examination requires all 11th graders in Michigan take the MME, which includes the SAT with essay, the ACT WorkKeys, and the M-STEP Science and Social Studies. As SAT is a part of the MME state testing program, participation in the SAT is required for graduation.

Scholastic Aptitude Test (SAT) is a three-hour examination of verbal and mathematical ability. The verbal section measures the student's ability to read with understanding, comprehension of words, and skill in dealing with logical relationships. The mathematical section is designed to measure aptitude for handling quantitative concepts rather than mathematical achievement. It is required by most state colleges and universities for admission.

ACT WorkKeys is an assessment that tests students' job skills in applied reading, writing, mathematics and Essential Skills. Scores are based on job profiles that help employers select, hire, train, develop and retain a high-performance workforce.

In addition to the MME assessments, ninth and tenth grade students are required to take PSAT and the National Merit Scholarship Qualifying Test-Preliminary Scholastic Aptitude Test (NMSQT): this test is designed to provide practice for the SAT test which is taken during the junior year and used to identify high achieving students who wish to compete for National Merit Scholarship Grants. Only one percent of those tested nationally realize any money from the National Merit Competition.

Tests for College Admissions

Seniors who plan to apply to a college should complete necessary applications for tests required for admission or possible financial aid. All application and additional information may be obtained in the Counseling Office where college catalogs and scholarship and financial aid literature are included in the college information center.

Most Michigan colleges will require a student to have taken the Scholastic Aptitude Test (SAT) or the American College Test (ACT). As the SAT is a part of the MME, most students take the SAT as their college admission test. Students work with their counselors to determine what the requirements are for the colleges and universities they are interested in applying to.

Advanced Placement Tests of the College Board (APP).

The Advanced Placement Program gives students the opportunity to pursue college level studies while still in secondary school. Students also could receive college credit based on their score on the AP assessment for each course. The program currently provides descriptions and examinations for 39 introductory college courses.

ADMINISTRATIVE PROCEDURES

INSTRUCTIONAL PROGRAM

II

HIGH SCHOOL TESTING

March 1, 1990

Seniors who plan to apply to a college should complete necessary applications for tests required for admission or possible financial aid. All applications to Michigan colleges are available in the guidance office. Additional information may be obtained in the Career Resource Center where college catalogs and scholarship and financial aid literature are included in the college information center.

Michigan Higher Education Competitive Scholarship Exam (ACT Test) Juniors may pick up registration forms for the State of Michigan Higher Education Competitive Scholarship Examination (ACT) at the guidance office in March. Any student planning to apply to college in the future should take this test. By taking this test as a junior, the student makes him/herself eligible for state financial aid for a period of six years.

Tests for College Admissions

Most Michigan colleges will require a student to have taken the American College Test (ACT) or the Scholastic Aptitude Test (SAT). One of these two tests is required for admission by most colleges. A list of the requirements of each college is posted in the guidance office.

Annual College Night

The annual college night will be held at Schoolcraft College in the fall. Further information will be provided in the parent newsletter as well as the local newspapers. Students and parents have an opportunity to visit college representatives in three separate sessions which are held on this evening.

Major Tests

1. National Merit Scholarship Qualifying Test – Preliminary Scholastic Aptitude

Test (PAST-NMSQT): This test is designed for juniors who wish to gain practice for the SAT test which is taken during the senior year. In addition, it is for those academically, highly-qualified students who wish to compete for National Merit Scholarship Grants. Only one percent of those tested nationally realize any money from the National Merit Competition.

2. Scholastic Aptitude Test (SAT) is a three-hour examination of verbal and mathematical ability. The verbal section measures the candidate's ability to read with understanding, comprehension of words, and skill in dealing with logical relationships. The mathematical section is designed to measure aptitude for handling quantitative concepts rather than mathematical achievement. It is required by a few out-of-state colleges and universities for admission.

3. American College Testing (ACT) This test evaluates a student's performance in the areas of English, math, science and social studies. This is a college admissions test for most Michigan-

colleges, but is also used as the qualifying test for the Michigan Competitive Scholarships.

4. Advanced Placement Tests of the College Board (APP).

5. The Advanced Placement Program gives students the opportunity to pursue college level studies while still in secondary school and to receive advanced placement and credit, or one of these upon entering college. The program currently provides descriptions and examinations for 24 introductory college courses in 12 fields.

BOARD POLICY

IF

INSTRUCTIONAL PROGRAM INSTRUCTIONAL RESOURCES

~~DECEMBER 15, 2014~~

The Livonia Public Schools School District shall provide materials, equipment, and other physical resources, a technology network and related resources, consultative assistance, and auxiliary supportive personnel to teachers and administrators within budget limitations where appropriate.

The Board recognizes that the United States Code makes it illegal for anyone to duplicate copyrighted materials without permission.

CROSS REF.: IFA - District Technology Network and Related Resources
IFC - Instructional Materials and Equipment Selection

ADMINISTRATIVE PROCEDURE IF

**INSTRUCTIONAL PROGRAM
INSTRUCTIONAL RESOURCES
COPYRIGHT LAW AND FAIR USE**

**NOVEMBER 16, 2001
October 14, 2024**

The Copyright Act provides several exceptions to the general rule prohibiting use of copyrighted material, including the fair use doctrine.

This administrative guideline specifically sets forth permissible educational uses of copyrighted material. These guidelines are adapted from more in-depth publications developed and/or adopted by various organizations, as cited herein. Staff members who fail to follow this policy may be held personally liable for copyright infringement.

Definition

Under the **fair use doctrine**, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research. If duplicating or changing a product is to fall within the bounds of fair use, these four (4) standards must be met for any of the foregoing purposes:

1. **THE PURPOSE AND CHARACTER OF THE USE.** The use must be for such purposes as teaching or scholarship and must be nonprofit.
2. **THE NATURE OF THE COPYRIGHTED WORK.** Staff may make single copies of: book chapters for use in research, instruction or preparation for teaching; articles from periodicals or newspapers; short stories, essays or poems; and charts, graphs, diagrams, drawings, cartoons or pictures from books, periodicals or newspapers in accordance with these guidelines.
3. **THE AMOUNT AND SUBSTANTIALITY OF THE PORTION USED.** Copying the whole of a work cannot be considered fair use; copying a small portion may be if these guidelines are followed.
4. **THE EFFECT OF THE USE UPON THE POTENTIAL MARKET FOR OR VALUE OF THE COPYRIGHTED WORK.** If resulting economic loss to the copyright holder can be shown, even making a single copy of certain materials may be an infringement, and making multiple copies presents the danger of greater penalties.

Copying District Materials

Staff may make copies of copyrighted school district materials that fall within the following guidelines. Where there is reason to believe the material to be copied does not fall within these guidelines, prior permission shall be obtained from the principal.

Permitted Copies

Multiple copies, not exceeding more than one (1) per student, may be made for classroom use or discussion if the copying meets the tests of brevity, spontaneity and cumulative effect set by the following guidelines. Each copy must include a notice of copyright.

A library or archive may reproduce one (1) copy or recording of a copyrighted work and distribute it if: the reproduction or distribution is made without any purpose of direct or indirect commercial advantage; the collection of the library or archives is open to the public, or available not only to researchers affiliated with the library or archives or with the institution of which it is a part, but also to other persons doing research in a specialized field; and if the reproduction or distribution of a work includes a notice of copyright. Libraries and their employees are not liable for unsupervised use.

Copies of materials for face-to-face teaching activities involving performances or displays made by students or instructors, religious services, live performances without commercial advantage, and the use of instructional broadcasts are permitted.

Prohibited Copies

The Act prohibits using copies to replace or substitute for anthologies, consumable works, compilations or collective works. Consumable works include: workbooks, exercises, standardized tests, test booklets and answer sheets. Teachers cannot substitute copies for the purchase of books, publishers' reprints or periodicals, nor can they repeatedly copy the same item from term to term. Copying cannot be directed by a "higher authority" and students cannot be charged more than actual cost of photocopying.

Legal

1. 17 U.S.C. 101 et seq

Administrative Regulations - 814-AR, 814-AR-1

ADMINISTRATIVE PROCEDURE

IF(1)

**INSTRUCTIONAL PROGRAM
INSTRUCTIONAL RESOURCES
COPYRIGHT LAW**

**~~NOVEMBER 16, 2001~~
October 14, 2024**

Works that may be protected by copyright include literary works, musical works, dramatic works, pictures, graphics, sculptures, films, videotapes, sound recordings, and computer programs. Copyright protection does not extend to ideas, facts, slogans, symbols, procedures, methods, or systems. U.S. Government publications are not protected, unless they contain a notice stating otherwise.

This administrative guideline specifically sets forth permissible educational uses of copyrighted material. These guidelines are adapted from more in- depth publications developed and/or adopted by various organizations, as cited herein. For further information, consult these cited references.

Use Copyrighted Media

Music

Permissible Uses

- A. Emergency copying to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies shall be substituted in due course.
- B. For academic purposes other than performance, single or multiple copies of excerpts for works may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section, movement or aria, but in no case more than ten percent (10%) of the whole work. The number of copies shall not exceed one (1) copy per student.
- C. Printed copies that have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.
- D. A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.
- E. A single copy of a sound recording (such as a tape, disc, or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by

the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright that may exist in the sound recording.)

Prohibitions

- A. Copying to create or replace or substitute for anthologies, compilations or collective works.
- B. Copying of or from works intended to be "consumable" in the course of study or of teaching such as workbooks, exercises, standardized tests and answer sheets and like material.
- C. Copying for the purpose of performance, except for emergency copying, as described above.
- D. Copying for the purpose of substituting for the purchase of music, except described under permissible uses A and B above.
- E. Copying without inclusion of the copyright notice that appears on the printed copy.

Performance and Display

Any copyrighted work may be performed or displayed, if the performance takes place in a classroom or similar place of instruction, such as a school library; and the performance or display is directly related to the curriculum and not connected with recreation or a reward.

Performance or display of dramatic works, such as plays, movies, are prohibited unless permission is obtained from the copyright owner.

Note: Digital distance education and transmission of copyrighted works over today's digital networks is currently a very controversial area. Contact the local Copyright Officer for up-to-date guidelines.

Computer Programs

License Restrictions

If a computer program is licensed, refer to the license agreement. By installing or using a licensed software product, you are legally bound by its agreement.

Typical license restrictions include:

- A. An archival (backup) copy of a copyrighted program may be made if:
 - 1. only one (1) copy is made;
 - 2. the archival copy is stored; and
 - 3. copyright notice appears on the copy.
- B. If only one (1) program is owned under license, **it may only be used on one machine at a time.**

C. A single program may **not** be loaded into a computer that can be accessed by several different terminals for simultaneous use.

D. If the computer is capable of being used by another to make a copy of the program, a warning should be posted on the computer, such as the following:

Many computer programs are protected by copyright. 17 U.S.C. 101. Unauthorized copying may be prohibited by law.

A Statement on Use of Copyrighted Computer Programs (Software) in Libraries -- Scenarios, adopted by the Conference on Fair Use (CONFU), illustrates many uses of computer programs.

Digital Images and Databases

Images that are readily available in usable digital form for purchase or license at a fair price should not be digitized for addition to an institutional image collection without permission.

Exception for Spontaneous Use

If the inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission, teachers and students may digitize lawfully acquired images to support the permitted educational uses described below. Images digitized for spontaneous use do not automatically become part of the institution's image collection. Permission must be sought for any reuse of such digitized images or their addition to the institution's image collection.

Time Limitations on Use of Digital Images

A. Images digitized from a **known** source and **not readily available** in usable digital form for purchase or license at a fair price may be used for one (1) academic term.

B. Where the copyright owner of an image is **unknown**, a digitized image may be used for up to three (3) years from first use, provided that a **reasonable inquiry** is conducted to identify and locate the copyright owner.

Subject to the Above Guidelines, the Following Uses are Permitted:

A. Use by Teachers in the Classroom

1. An educator may display digital images for educational purposes, including face-to-face teaching of curriculum-based courses, and research and scholarly activities at a non-profit educational institution.

2. An educator may compile digital images for display on the institution's secure electronic network to students enrolled in a course given by that educator for classroom use, after-class review, or directed study, during the semester or term in which the educator's related course is given.

B. Use by Teachers at Conferences of Their Peers

Educators, scholars, and students may use or display digital images in connection with lectures or presentations in their fields, including uses at non-commercial professional development seminars, workshops, and conferences where educators meet to discuss issues relevant to their disciplines or present works they created for educational purposes in the course of research, study, or teaching.

C. Use of Images for Publications

These guidelines do not cover reproducing and publishing images in publications, including scholarly publications in print or digital form, for which permission is generally required. Before publishing any images under fair use, even for scholarly and critical purposes, scholars and scholarly publishers should conduct the four-factor fair use analysis.

D. Use by Students

1. A student may use digital images in an academic course assignment such as a term paper or thesis, or in fulfillment of degree requirements.
2. A student may publicly display their academic work incorporating digital images in courses for which they are registered and during formal critiques at a nonprofit educational institution.
3. A student may retain their academic work in their personal portfolios for later uses such as graduate school and employment applications.

Databases

Generally, the information made available to researchers from commercial online electronic databases is copyrighted. Read the terms and conditions for a database before using or downloading.

Multimedia Projects

Caution in Downloading Material From the Internet

Access to works on the Internet does not automatically mean that these can be reproduced and reused without permission or royalty payment and, furthermore, some copyrighted works may have been posted to the Internet without authorization of the copyright holder.

Permitted Uses

Students may perform and display their own educational multimedia projects for the course for which they were created and may use them in their own portfolios as examples of academic work.

Educators may perform and display their own education multimedia projects for face-to-face instruction, assigning to students for directed self-study, peer conferences, and professional portfolios.

Libraries

In-Library Use of a Copyrighted Media

A. When media, such as videotapes or DVDs are purchase is made by the library, the vendor should be made aware of the library's intended use of the videotape. Even if a videotape or DVD is labeled "For Home Use only," private viewing in the library should be authorized by the vendor's sale to the library if the vendor knew of the library's intended use of the videotape.

B. Permission is required for public viewing of digital media in a library unless the requirements for classroom use are met.

C. Notices should be posted on video recorders or players used in the library to educate and warn patrons about the existence of the copyright laws. An acceptable notice includes the following:

Many videotaped materials are protected by copyright. Unauthorized copying may be prohibited by law.

Library Copying Guidelines

Non-Digital Works

A. Notice

A notice of copyright should appear on each print and electronic copy reproduced. If the original work contains a notice of copyright, that notice should appear on the copy. If the original work does not contain a notice of copyright, the copy should include a legend such as "This work may be protected by copyright; further reproduction and distribution in violation of United States copyright law is prohibited."

B. Copying from the Library's Own Collection

To satisfy a user's request, a library may make a photocopy or other printed copy of a printed work such as an article, a chapter or portions of other copyrighted works.

C. Electronic Copies of Printed Works

To satisfy a user's request, a library may scan an article from a periodical issue, a chapter, or portions of other copyrighted works and provide an electronic copy to the user in lieu of a photocopy. Because the copy must become the property of the user, the library may not retain the scanned image. A copy may be faxed or otherwise transmitted electronically to the user, but the library should destroy any temporary copy made incidental to the transmission. In other words, an incidental copy made to facilitate transmission is a fair use, as long as that copy is not retained.

Digital Works

A. Printed Copies of Digital Works

To satisfy a user's request, a library may print a copy of an article, a chapter, or portions of other copyrighted works, **unless prohibited or otherwise restricted by the terms of a valid license agreement.**

B. Electronic Copies of Digital Works

To satisfy a user's request, a library may download a copy of an article, a chapter, or portions of other copyrighted works and forward it electronically to the user, **unless prohibited or otherwise restricted by the terms of a valid license agreement.**

Copies For Archival or Preservation Purposes

A. A library may make up to three (3) copies of an unpublished work for purposes of preservation, including copies in digital form, if that format is not made available to the public.

B. A library may make up to three (3) copies of a published work to replace a damaged, deteriorating, lost, or stolen work, if a replacement copy cannot be obtained at a reasonable cost.

C. A library may make up to three (3) digital copies of a published work that is an obsolete format, if that format is not made available to the public.

Interlibrary Photocopying

The **rule of five** - within any calendar year, a library may receive no more than five (5) photocopies of articles from a periodical title less than five (5) years old.

Giving Credit to Copyright Owners

Always give proper credit to authors or other copyright owners. Crediting the source must adequately identify the source of the work, giving a full bibliographic description including author, title, publisher, and place and date of publication. Copyright ownership information should include the copyright notice (©), year of first publication, and name of copyright holder.

Always include the notice of copyright present in the original work. The following is a satisfactory notice:

Notice: This material may be protected by copyright law

If alterations have been made in the copyrighted material, this should be noted in the credits.

Obtaining Permission For Use of Copyrighted Material

Employees must obtain permission for any use of copyrighted material that is not a fair use under the above guidelines. To obtain permission, the employee should contact the Copyright Clearance Center, Inc., or the Permissions Department of the copyright holder (usually the publisher).

Copyright Clearance Center, Inc.
222 Rosewood Drive
Danvers, MA 01923
(978) 750-8400
www.copyright.com

To request permission from the publisher, the request must be in writing and should be sent, together with an envelope addressed to the sender, to the permissions department of the publisher of the work. The request should include the title, author or editor, and edition of materials for which permission is sought; the exact materials to be used, with specification of amount, page numbers, chapters, including, if possible, a photocopy of the material; the number of copies to be made; the use to be made of the duplicated materials; the form of distribution; whether or not the copies will be sold; and the process by which the material will be reproduced.

A reasonable inquiry must be made to identify and locate the copyright owner. A reasonable inquiry includes, but is not limited to, conducting each of the following steps: (1) checking any information within the control of the educational institution, including slide catalogs and logs, regarding the source of the image; (2) asking relevant faculty, departmental staff, and librarians, including visual resource collections administrators, for any information regarding the source of the image; (3) consulting standard reference publications and databases for information regarding the source of the image; and (4) consulting rights reproduction collectives and/or major professional associations representing image creators in the appropriate medium.

REFERENCES

1These guidelines are adapted from H.R. Rep. No. 94-1476, 94th Cong., 2d Sess. 71-72 (1976), available at <http://www4.law.cornell.edu/uscode/17/107.notes.html>

Adapted from the Music Library Association's "Guidelines for Off-Air Recordings of Broadcast Programming for Educational Purposes," available at <http://www.lib.jmu.edu/org/mla/Guidelines/>

Adapted from the American Library Association's Fact Sheet 7, "Video and Copyright," available at <http://www.ala.org/library/fact7.html>

These guidelines are adapted from H.R. Rep. No. 94-1476, 94th Cog., 2d Sess. (1976), available at <http://www4.law.cornell.edu/uscode/17/107.notes.html>

See pg. 4, In-Classroom Use of a Copyrighted Videotape

See pg. 14, Obtaining Permission for Use of Copyrighted Material

See 17 U.S.C.A. 107 (West 2002) (also known as the "Fair Use Doctrine"); 17 U.S.C.A. 117 (West 2002) (allowing an owner to make a copy of a computer program in certain limited situations); 17 U.S.C.A. 109(b)(2) (West 2002) (also known as the "First Sale Doctrine") (allowing nonprofit libraries to lend computer providing a warning of copyright is affixed to the program (37 C.F.R. 201.24, "Warning of copyright for software lending by nonprofit libraries")).

Final Report of the Conference on Fair Use, CONFU, available at <http://www.uspto.gov/web/offices/dcom/olia/confu/confurep.pdf>

The Association of Research Libraries (ARL) provides guidelines for negotiating license agreements for computer software, available at <http://www.arl.org/scomm/licensing/index.html>

These guidelines are adapted from the Fair Use Guidelines for Digital Images, released by the Conference on Fair Use (CONFU) in 1997 with the endorsement of the U.S. Copyright Office. Portions of the CONFU Guidelines are available at <http://www.uspto.gov/web/offices/dcom/olia/confu/confurep.pdf>

See pg. 15 for a description of what constitutes a "reasonable inquiry"

These guidelines are adapted from the Fair Use Guidelines for Educational Multimedia, released by the Conference on Fair Use (CONFU) in 1997 with the endorsement of the U.S. Copyright Office. The CONFU Guidelines are available at <http://www.uspto.gov/web/office/dcom/olia/confu/confurep.pdf>. They are currently undergoing a trial use and monitoring period.

These guidelines are adapted from the American Association of Law Libraries' "AALL Guidelines on the Fair Use of Copyrighted Works by Law Libraries," as revised in 2001, available at <http://copyright.ala.org/library.html>.

These guidelines are adapted from "AALL Guidelines on the Fair Use of Copyrighted Works by Law Libraries," as revised 2001, available at http://www.aallnet.org/about/policy_fair.asp

2017 U.S.C.A. 108 provides exemptions for reproduction by libraries. The 1998 Digital Millennium Copyright Act and Sonny Bono Copyright Term Extension Act significantly revised Section 108. The Digital Millennium Copyright Act (DMCA) amends Section 108 (b) & (c) to refer to **digital** copies for the first time. The Sonny Bono Copyright Extension Act amends Section 108(h) to include digital. However, revised digital wording is conspicuously absent from Section 108(a) -- the main part of the statute that covers most library copying for patrons. Therefore, a distinction should be made between digital works and non-digital works for purposes of library copying.

License restrictions can override statutory exemptions. See pg. 6 for a discussion on license restrictions.

These guidelines are adapted from the American Library Association's "Section 108 Photocopying by Libraries and Archives," available at <http://copyright.ala.org/library.html>

For more information about interlibrary photocopying, see the National Commission on New Technological Uses of Copyright Works' "CONTU Guidelines on Photocopying Under Interlibrary Loan Arrangements," available at <http://www.ifla.org/documents/libraries/policies/contu.txt>

Fair Use Guidelines for Educational Multimedia, released by the Conference on Fair Use (CONFU) in 1997 with the endorsement of the U.S. Copyright Office. Portions of the CONFU Guidelines are available at <http://www.uspto.gov/web/offices/dcom/olia/confu/confurep.pdf>

Fair Use Guidelines for Educational Multimedia, released by the Conference on Fair Use (CONFU) in 1997 with the endorsement of the U.S. Copyright Office. Portions of the CONFU Guidelines are available at <http://www.uspto.gov/web/offices/dcom/olia/confu/confurep.pdf>

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ADMINISTRATIVE PROCEDURE

IFA(1)

INSTRUCTIONAL PROGRAM STUDENT LIVNET ACCESS POLICY

NOVEMBER 12, 2018

Reviewed 2024

Students in the Livonia Public Schools will be provided, with parent or guardian approval, access to network resources and electronic equipment and communications (hereinafter called LivNet) for educational purposes. This access to LivNet is designed to assist in the collaboration and exchange of information, to facilitate personal growth in the use of technology, and to enhance information gathering and communication skills. The use of LivNet includes limited access to the internet using their own personal device or a District device.

Students must comply with the following acceptable use of LivNet for Livonia Public Schools:

1. The use of LivNet at school is a privilege and may be revoked by the administrators of LivNet at any time.
2. The District reserves the right to monitor and review at any time any type of use or information accessed, used, stored, sent, received, or downloaded on District computers or equipment.
3. Any misuse of LivNet may result in disciplinary action as a violation of Board Policy JD, Prohibited Acts B¹, F², G³, and I⁴. Misuse of LivNet shall include, but is not limited to, the following:
 - a. Use of LivNet for discriminatory acts, hacking, or unlawful online activities, or to access, use, store, send, receive, or download material which is harmful to minors, including but not limited to, hate mail, harassment, profanity, obscenity, vulgar statements, or pornography.
 - b. Illegal installation or use of copyrighted software.
 - c. Intentionally seeking information on, obtaining copies of, or modifying files, other data or passwords belonging to other users, and the unauthorized disclosure of personal identification information of minors.
 - d. Disrupting the operation of LivNet through abuse of the hardware or software.
 - e. Use of LivNet for any commercial-for-profit purpose.
 - f. Use of LivNet for non-educational/non-district-related communications.

¹ Board Policy JD, B – A student shall not intentionally cause, or attempt to cause damage to school property or steal, or attempt to steal, school property.

² Board Policy JD, F – A student shall not fail to comply with instructions and directions of teachers, student teachers, substitute teachers, teacher aides, principals, other school personnel, or persons acting in chaperon or supervisory capacity.

³ Board Policy JD, G – A student shall not commit, or participate in, any conduct or act defined as a crime by state law or local ordinance.

⁴ Board Policy JD, I – A student shall not commit, or participate in, any conduct or act prohibited by a school building's rules and regulations.

ADMINISTRATIVE PROCEDURE

IFA(2)

INSTRUCTIONAL PROGRAM STAFF LIVNET ACCESS POLICY

NOVEMBER 12, 2018

Reviewed 2024

Employees of the Livonia Public Schools will be provided access to network resources and electronic equipment and communications (hereinafter called LivNet*) for educational purposes. This access to LivNet is designed to assist in collaboration and the exchange of information, to facilitate personal and professional growth in the use of technology, and to enhance information gathering and communication skills. The use of LivNet includes limited access to the Internet using their own personal device or a District device.

Staff must comply with the following acceptable use of LivNet for Livonia Public Schools:

1. The use of LivNet is a privilege and may be revoked by the District at any time.
2. The District reserves the right to monitor and review, at any time, user practices and any information accessed, created, used, stored, sent, received, or downloaded on District computers or equipment.
3. Any misuse of LivNet may result in disciplinary action. Misuse of LivNet shall include, but is not limited to, the following:
 - a. Malicious use of LivNet through hate mail, harassment, profanity, obscenity, vulgar statements, or discriminatory acts.
 - b. Illegal installation or use of copyrighted software and files.
 - c. Intentionally seeking information on, obtaining copies of or modifying files, data, or passwords belonging to other users.
 - d. Disrupting the operation of LivNet through abuse of the hardware or software.
 - e. Use of LivNet for any commercial-for-profit purpose.
 - f. Use of LivNet for noneducational/nondistrict-related communications.
 - g. Use of LivNet to access or process pornographic materials, inappropriate text, images or audio/video files, or files dangerous to the integrity of LivNet.

*LivNet includes, but is not limited to, personal devices used to access the internet, any of the District's computers, printers, scanners, file servers, networks, software, labs, and other technology related devices.

ADMINISTRATIVE PROCEDURE

IFA(3)

INSTRUCTIONAL PROGRAM GUEST NETWORK

~~NOVEMBER 12, 2018~~
Reviewed 2024

The Board permits employees, students, Board members, and/or guests to use their personal communication devices, hereinafter referred to as PCDs, to wirelessly access the District's guest resources while on-site at any District facility. PCDs include any privately owned networkable electronic device. Access to the guest network shall require acceptance of stated terms/conditions as set forth in this policy.

The following terms/conditions must be agreed to each time the guest network is accessed:

1. Any person using a PCD must abide by the Livonia Public Schools' LivNet Access Policy while connected to the guest network or on District property.
2. The PCD must not interfere with the normal function of Livonia Public Schools' network or other wireless devices.
3. Guest network access is provided for filtered Internet access, related web-based services, and educational purposes only.
4. The guest network is the preferred method of connectivity for PCDs on District property.
5. Illegal, destructive, harmful, or any other inappropriate activities including, but not limited to, computer hacking, harassment, accessing offensive/obscene materials, or engaging in unlawful activity are strictly prohibited.
6. Livonia Public Schools will not be held liable for any damage that may occur as a result of connecting to the guest network or any electrical power source.
7. Livonia Public Schools will not be held responsible for any damage, loss, or theft of the PCD.
8. The guest network is provided as is with no warranty as to usability for a particular purpose. Livonia Public Schools will not be held liable for any disruption of service.
9. Livonia Public Schools reserves the right to disconnect any PCD from the guest network for any reason without notice in order to protect the integrity of the Livonia Public Schools' Network.
10. No mobile device may be used as a portable Wi-Fi hotspot while on District property.
11. Livonia Public Schools is not responsible for providing technical support for PCDs.
12. Student use of PCDs in the classroom setting is at the discretion of the classroom teacher.
13. The owner of the PCD is exclusively responsible for how the device is used.
14. The owner of the PCD is responsible for the configuration and security of the device, including network configuration.
15. The owner of the PCD, or in the case of a student the parent and/or guardian, agrees to be responsible for and to reimburse Livonia Public Schools for any damage that may be caused by the PCD or use thereof while connected to the guest network.

ADMINISTRATIVE PROCEDURE

IFA(4)

INSTRUCTIONAL PROGRAM DISTRICT WEBSITE

NOVEMBER 12, 2018
October 14, 2024

I. LIVONIA PUBLIC SCHOOLS' WEB PAGES

- A. All District-sponsored web pages will be published on, and restricted to, a server designated by the District.
- B. Livonia Public Schools will host a District website. Schools, departments, classes, and educational programs wishing to publish individual web pages may have them hosted on a District-designated server.
- C. Neither staff nor students may publish personal web pages hosted by Livonia Public Schools.
- D. Sites created by staff, students, and/or school-related groups and placed outside the District server but linked to our site are required to be shared with school administration along with log-in credentials.
- E. To provide a convenient form of communication, the District home page and each school web page will provide a Livonia Public Schools' email link to a designated contact person. It is recommended that the principal be the contact person in a school.

II. ADVERTISEMENTS

- A. Only advertising for programs and services offered by the school/District or fund-raisers for school activities are allowed and only with approval by the principal.
- B. Advertising for personal or commercial purposes is prohibited.

III. STUDENT IMAGES AND WORK

- A. Authorization to use photographs, video clips, and audio clips of students, and student work in any format to post on a teacher, school, or District website, using a student's first name only, is provided each year **in the electronic back to school packet.** ~~on the student's emergency card.~~ Recognizing that some parents and guardians wish to restrict their student's name, image, or work from being used on the District website, we offer an opt-out form. This form is provided to parents at registration **and in the yearly back to school electronic packet.** and is kept on file. Parents and guardians can change the restrictions at any time by coming to the school office and revising or rescinding the opt-out form.

IV. DISTRICT WEBSITE

- A. The website will be managed by the District's designee(s).
- B. The District reserves the right to monitor all web pages on District-designated servers and to revise and/or remove inappropriate content.

V. DISTRICT LEVEL DEPARTMENTS

- A. Before web pages are published, updated, or revised, the department’s administrator is responsible for reviewing and approving the content and design.
- B. Only designated persons will be authorized to access the District’s web server to update a department’s website.

VI. SCHOOL WEB PAGE COMMITTEE

- A. Only designated persons will be authorized to access the District’s web server to update a school’s website.
- B. A school’s website includes web pages published by teachers, classes, departments, and other approved school-related groups.

VII. APPROVED SCHOOL-RELATED GROUPS

- A. Web pages of approved school-related groups hosted on a District-designated server are subject to the same policies, procedures, and guidelines as all other school/District web pages.

VIII. CONTENT

- A. All pages must conform to the student and staff LivNet access policies and all other Livonia Public Schools’ policies, and they must adhere to copyright laws.
- B. All content must relate to curriculum and instruction, school authorized activities, or information about the school/District.
- C. Student work may be published anonymously or identified by first name only.
- D. No personal information about a student is permitted. Examples include: home telephone numbers, home addresses, email addresses, passwords, parental information, credit card numbers, or any information that could be useful in locating a student.
- E. No personal information about an employee is permitted.
- F. Newsletters and other electronic communications (i.e. blogs) published on a school/District website are subject to the same restrictions as other information included on a website.
- G. Links to any website outside the District must support curriculum objectives or be of informational value to our educational community.
- H. School and District web pages should be reviewed regularly and kept current.
- I. School and District web pages should be edited for spelling and grammatical errors before they are published.

IX. WEBSITE ACCESSIBILITY

- A. Web pages will conform to industry standards for Americans with Disabilities Act (ADA) compliance.
- B. Building administrators and staff who update or post to the website must have access to ADA compliance training materials.