

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION**

**Regular Meeting
April 21, 2025 - 6:30 PM
Board Room
15125 Farmington Road
Livonia, Michigan 48154**

AGENDA

- I. ROLL CALL: Madeline Acosta, Karen Bradford, Colleen Burton, Crystal Frank, Liz Jarvis, Mark Johnson, Dave MacFarland**
- II. PLEDGE OF ALLEGIANCE**
- III. COMMUNICATIONS**
 - A. District Update from the Superintendent**
 - B. Written Communications**
 - C. Response to Prior Audience Communications**
 - D. Audience Communications (limited to 15 minutes, with remainder taking place prior to HEARING FROM BOARD MEMBERS)**
- IV. CONSENT AGENDA--Items marked with an "*" will be considered in one motion. These routine items have been individually reviewed by Board committees and were unanimously recommended for placing on this consent agenda. Any member of the Board may remove items from the consent agenda prior to voting. 3**
- V. DISPOSITION OF MINUTES**
 - A. *Minutes of the Board Workshop of March 31, 2025 4**
 - B. *Minutes of the Regular Meeting of March 17, 2025 5**
- VI. BUSINESS MATTERS**
 - A. Approval of Funds for Churchill LMC Renovation 15**
 - B. Stevenson Pool Filtration Replacement 20**
- VII. INSTRUCTION MATTERS**
 - A. 2025-2026 Cooperative Agreement - Livonia Transition Program 45**
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- VIII. PERSONNEL MATTERS**
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- IX. HEARING FROM BOARD MEMBERS**
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 - B. Second Reading Bylaw of the Board BHA - Code of Ethics 71**

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**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: Consent Agenda

RECOMMENDATION:

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

- V.A.*Minutes of the Board Workshop of March 31, 2025
- V.B.*Minutes of the Regular Meeting of March 17, 2025

RATIONALE:

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

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Andrea L. Oquist, Superintendent

EXHIBITS:

Attached

Off/Supt/tg

LIVONIA PUBLIC SCHOOLS
Livonia, MI
March 31, 2025

MINUTES
BOARD WORKSHOP
March 31, 2025

Board Members Present: Madeline Acosta, Karen Bradford, Colleen Burton, Crystal Frank, Liz Jarvis, Mark Johnson, Dave MacFarland

Board Members Absent: None

Others Present: Scott Morrell, MASB Facilitator

President Bradford commenced the meeting at 5:31 p.m.

Scott Morrell facilitated the Board workshop, discussing the roles, responsibilities, and good governance practices of Board members and how those relate to the Board self-assessment. Mr. Morrell reviewed the Board's individual and team self-assessment scores on a wide variety of factors including leadership, effectiveness, community engagement/advocacy, responsibility and more. Together, next steps for Board development were identified.

Meeting concluded at 8:43 p.m.

Submitted by: Teresa Giunta

cc: Board of Education
Cabinet

**MINUTES
BOARD OF EDUCATION
Livonia Public Schools
Regular Meeting
March 17, 2025**

President Bradford convened the meeting at 6:40 p.m.

Members Present: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland

Members Absent: Burton

Read Across America

It was moved by Mr. Johnson and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools School District recognize Read Across America during the month of March 2025.

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

District Update from the Superintendent

Superintendent Oquist shared highlights of activities and events happening around the District as well as many District points of pride.

Written Communications

None

Response to Prior Audience Communication

None

Audience Communication

An audience member addressed the Board encouraging a wider offering of skilled trades in our secondary programming. This same audience member donated books written and illustrated by Livonia residents in support of March Reading Month.

Consent Agenda

It was moved by Mrs. Acosta and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District approve the following Consent Agenda item, as recommended by the Superintendent:

V.A. *Minutes of the Regular Meeting of 2/18/25

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland

Nays: None

**Approval of LPS
Merchandise
Purchase**

It was moved by Mr. MacFarland and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools School district approve the purchase of Livonia Public Schools merchandise from MBS Incorporated, South Lyon, Michigan for an amount not to exceed \$120,000.

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

**Approval of Media
Center Technology
Purchase**

It was moved by Mrs. Frank and supported by Mr. MacFarland that the Board of Education of the Livonia Public Schools School District accept the recommendation from its Technology Consultant, Design Solutions, and approve Moss Telecommunication, Grand Rapids, Michigan for the Media Center Technology project for a total amount of \$183,406, which includes contingency.

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

**Approval of
Stevenson Tennis
Court Resurface
Project**

It was moved by Mr. Johnson and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools School District accept the recommendation from it's Owner's Representative, Plante Moran Realpoint and its Designer, Foresite Design, Inc. and approve Laser Sport Resurfacing, Plymouth, Michigan for the Stevenson High School tennis court resurface project for a total amount of \$96,690, which includes contingency.

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

**Approval of Paving
Project**

It was moved by Mrs. Jarvis and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District accept the recommendation from the Owner's Representative, Plante Moran Realpoint, and approve Best Asphalt, Inc., Romulus, Michigan for the paving project. The project consists of paving at Central Office, Franklin High School, and the Bentley Track with a total cost not to exceed \$1,450,759.

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

**Approval of
Expulsion of a
Secondary Student**

It was moved by Mrs. Acosta and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District expel one secondary student for violations of the Livonia Public Schools’ Board of Education policies.

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

**Sympathy
Resolution**

It was moved by Mr. MacFarland and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District adopt a sympathy resolution for the family of Maureen Mahoney.

Maureen Mahoney

WHEREAS, The Board of Education was truly saddened to hear of the untimely death of a wonderful individual, Maureen Mahoney; and,

WHEREAS, She was a highly valued member of our staff in the Livonia Public Schools School District as a bookkeeper at the Livonia Career Technical Center, a clerk and cashier in the Food Services Department and secretary at Stevenson High School, Dickinson Center, and Holmes Middle School.

WHEREAS, She consistently demonstrated her outstanding dedication to students, parents, and staff through her care, commitment and kindness; and,

WHEREAS, Maureen Mahoney will be remembered with great fondness and with a profound sense of gratitude for the immeasurable contributions she made to our school district;

NOW, THEREFORE, BE IT RESOLVED That the Board of Education of the Livonia Public Schools School District offers its deepest and most sincere sympathy to the family and friends of Maureen Mahoney.

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

**Approval of
Teachers**

It was moved by Mrs. Frank and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Superintendent and offer employment for the 2024-2025 school year to:

Sarah Crabtree (1.0 FTE) Roosevelt Art
Brian Karapuz (1.0 FTE) Garfield MOCI

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

Retirements

It was moved by Mr. Johnson and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools

School District adopt the resolutions of appreciation for services rendered by:

Dawn Guthard

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Dawn Guthard will retire from the district on June 6, 2025; and,

WHEREAS, Dawn Guthard has devoted 23 years of dedicated, loyal, and outstanding service to the students of Cleveland Elementary as a teacher; and,

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

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

Cindy Lectka

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Cindy Lectka will retire from the district on June 6, 2025; and,

WHEREAS, Cindy Lectka has devoted 22 years of dedicated, loyal, and outstanding service to the students of Adams Elementary, Roosevelt Elementary, Randolph Elementary and Cleveland Elementary as a teacher; and,

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

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

Stephen Mac

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Stephen Mac will retire from the district on June 5, 2025; and,

WHEREAS, Stephen Mac has devoted 31 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian at Marshall Elementary, Adams Elementary, Riley Middle School, Buchanan Elementary, Randolph Elementary, Bryant Center, Franklin High School, and Churchill High School. He also worked as a building supervisor at Emerson Middle School; and,

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

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

Jacqueline McMillion

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Jacqueline McMillion will retire from the district on June 6, 2025; and,

WHEREAS, Jacqueline McMillion has devoted 25 years of dedicated, loyal, and outstanding service to the students of Perrinville Early Childhood Center, Riley Upper Elementary, Hoover Elementary, Western Wayne Skill Center, Jackson Early Childhood Center and students that are serviced through the Student Services Department as a teacher of speech and language and as an autism spectrum disorder coach; and,

WHEREAS, She has made many contributions to the educational profession and has

touched the lives of countless students during her tenure with the Livonia Public Schools;

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

Daniel McMurtry

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Daniel McMurtry has retired from the district on February 28, 2025; and,

WHEREAS, Daniel McMurtry has devoted 27.4 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a custodian at Adams Elementary, Bryant Center, Franklin High School, Churchills High School, and Stevenson High School; and,

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

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

Kevin Rukat

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Kevin Rukat will retire from the district on June 6, 2025; and,

WHEREAS, Kevin Rukat has devoted 29 years of dedicated, loyal, and outstanding service to the students of Franklin High School as a teacher; and,

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

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

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

Second Reading and Adoption of Board Policy IDAA – Career Technical Education

It was moved by Mrs. Jarvis and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language:

**BOARD POLICY
INSTRUCTIONAL PROGRAM
CAREER TECHNICAL EDUCATION**

**IDAA
MARCH 17, 2025**

The school district shall offer high school students opportunities to take Career Technical Education (CTE) courses. CTE courses provide students with the skills and knowledge they need for postsecondary education and careers. CTE programs will be offered at each high school and at the Livonia Career Technical Center. All CTE courses shall be organized in accordance with Michigan Department of Education Career and Technical Education Standards and Perkins Core Performance Areas.

LEGAL REF.: MCL, 388,684; 380.1277; 380.1288; *et seq.*

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

**Second Reading
Board Policy DG –
Deposit of Funds**

It was moved by Mrs. Acosta and supported by Mr. MacFarland that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language:

**BOARD POLICY
FISCAL MANAGEMENT
DEPOSIT OF FUNDS**

**DG
MARCH 17, 2025**

The treasurer of the Board of Education shall deposit district funds in a financial institution approved by the Board.

LEGAL REF.: MCL 129.11 et seq; 380.1221; 380.1222; 380.1223

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

**Second Reading
Board Policy DH –
Bonded Employees**

It was moved by Mr. MacFarland and supported by Mrs. Jarvis that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language:

**BOARD POLICY
FISCAL MANAGEMENT
BONDED EMPLOYEES**

**DH
MARCH 17, 2025**

The District shall purchase an individual bond or blanket bond that covers district employees involved in managing district funds.

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

**Second Reading
Board Policy DL –
Safeguarding
District Assets**

It was moved by Mrs. Frank and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language:

**BOARD POLICY
FISCAL MANAGEMENT
SAFEGUARDING DISTRICT ASSETS**

**DL
MARCH 17, 2025**

The Superintendent or designee shall ensure the implementation and enforcement of administrative procedures to safeguard all funds, equipment, and property throughout the district.

Ayes: Acosta, Bradford, Frank, Jarvis, Johnson, MacFarland
Nays: None

First Reading Bylaw of the Board BHA – Code of Ethics

The Policy Committee has reviewed the following changes:

BYLAWS OF THE BOARD
BOARD OPERATIONS
CODE OF ETHICS

BHA
MAY 20, 2024
APRIL 21, 2025

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

As a Board member,

- I will make decisions in terms of the educational welfare of children and will seek to develop and maintain schools that meet the individual needs of all children regardless of their sex, race, color, national origin, religion, age, height, weight, marital status, handicap, disability, sexual orientation, sexual identity, or transgender status.
- I will be a personal advocate for the good work of the District.
- I will focus Board action on policy making, strategic planning, and designating and evaluating the Superintendent.
- I recognize that the role of the Board is to govern and oversee the management of the District. I will delegate authority to the Superintendent for the day-to-day operations of the District and will not seek to participate in the day-to-day operations.
- I will review and evaluate all Board Policies, Bylaws of the Board, procedures and processes of the Board, and will work to make desired changes so they will be current, relevant, and in accordance with state and/or federal laws. When requested, I will review all Administrative Procedures brought forth and give input to the Superintendent; however, the Board does not vote to approve Administrative Procedures.
- I will follow established Board Operating Procedures.
- I will come to Board meetings prepared to discuss and take action on all agenda items. I will **read and study** the material in the Board meeting packet **information** seeking clarification, if needed, prior to each Board meeting.
- I will give the Superintendent and Board President notification of my concerns prior to the Board meetings, so that the concerns can be properly addressed.
- I understand that I have not only the right, but the duty, to express my views and opinions at the Board table; and will make a good faith effort to understand the views of others.
- I recognize that the Board must make decisions as a whole in public. I will base all decisions on the available facts and my independent judgment, and I will refuse to surrender my independent judgment to individuals or special interest groups.
- I will avoid being placed in a position of conflict of interest, and, if such a conflict is unavoidable, I will disclose such interest and abstain from voting on such matters.
- I will **respect the work with my fellow Board members toward consensus and support the decisions of the Board and their implementation. when making decisions. Once a decision is made, I will support the decision and its implementation.**
- I recognize that while I am free to express my personal views, the Board President is the spokesperson for the Board and the Superintendent is the spokesperson for the District. **I will include all written and spoken communications, including social media.**
- I will be respectful and listen to all ideas presented to the Board, be it from parents, staff, students, community members, other Board members, or other stakeholders. I will listen and then refer any person to appropriate personnel.
- I will communicate to other Board members and the Superintendent significant expressions of public reaction to Board policies and school programs.
- I will exercise caution when communicating between and among Board members, including electronic communication, and will abide by the Open Meetings Act.

- I will hold confidential all matters that, if disclosed, would needlessly injure individuals, sc or the district. I will keep confidential all information that is privileged under applicable law including closed session discussions.
- I will stay informed about current educational issues by individual study and through participation in programs providing needed information; for example, those sponsored by state and national school board associations. I will share what I have learned with my Liv Public Schools' colleagues, formally or informally, so as to keep our Board apprised of cu issues and topics.
- I will take no private or public action that will compromise the Board, the Administration, c District.
- I will refrain from using my Board position for personal or partisan gain.
- I will support the hiring of those persons best qualified to serve as District staff.
- I will support and protect District personnel in the proper performance of their duties.
- I will, along with my fellow Board members, will review, revise and sign this Code of Ethic annually at the beginning of each calendar year.

As Board President,

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

**First Reading Bylaw
of the Board BCB –
General Order of
Business at Regular
Meetings**

The Policy Committee has reviewed the following changes:

BYLAWS OF THE BOARD
BOARD OPERATIONS
GENERAL ORDER OF BUSINESS AT REGULAR MEETINGS

BCB
FEBRUARY 28, 2022
APRIL 21, 2025

The order of business at regular meetings shall generally be as follows:

- Call to Order
- Roll Call
- Pledge of Allegiance
- Communications
 - Recognitions and Other Communications Items
 - District Update from the Superintendent
 - ~~Written Communications~~
 - ~~Response to Prior Audience Communications~~
 - Audience Communications (limited to a total of 15 minutes, with the remainder preceding Hearing from Board Members)
- Consent Agenda
- Approval of Minutes of Previous Meeting(s)
- Business Matters
- Instructional Matters
- Personnel Matters
- Remainder of Audience Communications
- Hearing from Board Members
- Adjournment

**First Reading Board
Policy JBF –
Release Time**

The Policy Committee has reviewed the following changes:

BOARD POLICY
STUDENTS
RELEASE TIME

JBF
OCTOBER 2, 1989
Reviewed 8/2018
March 2025

The Board of Education grants to the administration the right to release students from school for appropriate educational and planned activities including special religious instruction up to 2 hours per week when written notice is provided to the school.

LEGAL REF.: MCL 380.1561; Admin Rule: R340.2 (7) et seq.

**Hearing from Board
Members**

Mrs. Jarvis wished the LPS community a happy spring break next week. Mrs. Acosta wished secondary students well on their CSA's this week. Mr. Johnson shared pride for the Stevenson Hockey Team's successful season and in the team's poise and sportsmanship displayed in finishing the season in second place. Mr. Johnson shared enthusiasm for reading in many classrooms across the district during March Reading Month and thanked his host teachers for allowing him the opportunity. Finally, Mr. Johnson shared praise for CAPA's recent production of Phantom of the Opera, calling CAPA students Broadway Talented.

Meeting Adjourned

President Bradford adjourned the meeting at 8:01pm.

Supt.' AO/tg for MA
C: Board

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 24, 2025**

TOPIC: Approval of Funds for Churchill LMC Renovation

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation from its Owner's Representative, Plante Moran Realpoint, and approve the design enhancements for the Churchill High School Library Media Center project in the amount of \$950,000.

RATIONALE:

The Churchill LMC is being renovated this summer via the 2021 Bond Initiative. The renovation will update the look and make it more user friendly.

BUDGETARY INFORMATION:

2021 Bond Fund

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/AS

April 9, 2025

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

RE: 2021 Bond Program
2025 Renovations – Churchill High School (CHS) LMC Design Enhancements

Dear Mr. Francis:

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

Throughout the course of the Design Phases of the Churchill LMC project, the Team conducted multiple design meetings, site visits, and consultations with building staff to review floor plans, programming, and architectural finishes for the space. These processes have been a standard practice for all projects within the bond program.

Upon issuance of the construction documents, the Team and CHS staff reviewed the space and determined that original overhead building infrastructure was preventing the space from meeting the standards of similarly renovated spaces within the school district. Consequently, French Associates and their design team were asked to provide alternate options for the space, including removal and replacement of the overhead infrastructure as part of the scope.

After reviewing multiple alternate design options and refining the scope, the Team decided to proceed with issuing a Construction Change Directive accompanied by updated drawings for Contractors to quote for the redesigned space.

The Team recommends approving the costs listed within Clark Construction Co.'s Change Request to provide Churchill LMC a space that matches the standard of similar district facilities, with a **total recommendation of \$950,000.**

The pricing for this work will be issued in Contract Change Orders as detailed in the enclosed Clark Change Request.

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

Sincerely,

PLANTE MORAN REALPOINT



Brian Weber
Senior Vice President

Enclosures:
Clark Construction Change Request



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

www.clarkcc.com

3/26/2025

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

RE: PCO NO. 1404
Livonia PS 2021 Bond - 21-2867

Dear Phillip Francis,

We have finalized gathering all the required quotations for PCO No. **1404** for the following extra work: **PH4 - BP1 - CCD No.02 - Dated 02.19.2025**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with the Contract Documents.

The following is a detailed itemization of all extra costs added to the project:

Item	Budget Code	Description	Amount Proposed	Contractor
0001	270.25.09 90 00	Painting BP1 PH4 - Paint of Ductwork	\$3,669.00	Continental Contracting Company., Inc
0002	270.25.09 90 00	Painting BP1 PH4 - Wall Covering	\$7,573.00	Continental Contracting Company., Inc
0003	270.25.09 90 00	Painting BP1 PH4 - Painting of H112	\$1,103.00	Continental Contracting Company., Inc
0004	270.25.09 90 00	Painting BP1 PH4 - rooms H100, H113, H139, H141, H142, and H143	\$2,760.00	Continental Contracting Company., Inc
0005	270.25.03 00 00	Concrete BP1 PH4 - CCD No.02	\$1,014.00	DeMaria, dba DSP Constructors Inc.
0006	270.25.09 68 00	Carpet BP1 PH4 - CCD No.02	\$2,036.00	Flooring Services Inc.
0007	270.25.26 00 00	Electrical BP1 PH4 - CHS - CCD No.02	\$150,296.00	Great Lakes Power & Lighting
0008	270.25.06 00 00	General Trades BP1 PH4 - Quote Number 3 - CCD No.02	\$30,589.00	Hicks Construction Company
0009	270.25.05 00 00	Structural Steel BP1 PH4 - CCD No.02	\$69,689.00	Lapeer Steel Inc.
0010	270.25.07 40 00	Roofing BP1 PH4 - Service Proposal: Q-6108	\$23,363.00	Lutz Roofing Company Inc.
0011	270.25.23 00 00	HVAC BP1 PH4 - QAS CO# 3 - CCD No.02	\$687,081.00	Quality Aire Systems, Inc.
0012	270.25.02 41 00	Demolition BP1 PH4 - CCD#2	\$132,750.00	DKI International Inc.
0013	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 6	\$5,559.00	Turner Brooks
0014	270.25.09 25 00	Metal Studs and Drywall BP2 PH3 - TB 7	\$239,976.00	Turner Brooks

PCO NO. 1404 - PH4 - BP1 - CCD No.02 - Dated 02.19.2025

Total Amount 0.00

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0015	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 8	-\$138,758.00	Turner Brooks
0016	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 9	\$41,933.00	Turner Brooks
0017	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 10	-\$68,746.00	Turner Brooks
0018	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 11	\$301,586.00	Turner Brooks
0019	270.25.09 25 00	Metal Studs/Drywall BP1 PH4 - TB 12	-\$48,424.00	Turner Brooks
0020	270.25.23 00 00	HVAC BP1 PH4 - Bid Cat 23A - HVAC - Allowance Deduct - 63. Provide a \$150,000 allowance for miscellaneous ductwork modifications.	-\$63,809.00	Quality Aire Systems, Inc.
0021	270.25.26 00 00	Electrical BP1 PH4 - Bid Cat 26A - Allowance Deduct - 49. Provide a \$150,000 allowance for additional lighting modifications.	-\$63,808.00	Great Lakes Power & Lighting
0023	Y.07.00 09 35	Contingency BP1 PH4 2025 Work - 3%	-\$367,432.00	Contingency (Clark)
0024	Y.07.00 09 35	Contingency BP1 PH4 2025 Work	-\$950,000.00	Contingency (Clark)

Total Amount 0.00

This change will require 0 days extension to the contract completion date. This quote is void after 30 days.

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

If the above item(s) meet with your approval, please sign a copy of this letter and send back to me.

Respectfully,

CLARK CONSTRUCTION COMPANY

Reviewed By:

Signed by:

Aimee Neikart

F719A62362494D5...

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: Stevenson Pool Filtration Replacement

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the replacement of the pool filtration system at Stevenson High School by Baruzzini Contracting, LLC, Brighton, Michigan for a total amount of \$466,200, which includes contingency.

RATIONALE:

This is a planned replacement from the Sinking Fund. The existing pool filtration system at Stevenson High School is coming to the end of its life cycle. This project will ensure the school's pool remains up to date and ready for use.

BUDGETARY INFORMATION:

The source of funds for this project will be the Sinking Fund.

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/AS

April 8, 2025

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

RE: Sinking Fund Projects
Contract Award Recommendation for Stevenson High School Pool Filtration System
Renovation

Dear Mr. Francis:

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

On March 3, 2025, Construction Documents were formally issued and made available. An advertisement for bids was published in a local newspaper and also posted to the required State of Michigan website.

On April 1, 2025, One (1) bid proposal was received for the Project, and was reviewed and evaluated by the team. A post bid interview with the bidder was conducted on April 4, 2025, with various members of the Team participating. The scope of work, schedule, and other particulars regarding the work were reviewed and clarified.

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

Including hard construction of \$423,781.00 and construction contingency of \$42,419.00, the total Project award **recommendation equals \$466,200.00.**

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

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

Sincerely,

PLANTE MORAN REALPOINT



Collin Frink
Vice President

Enclosures: Cost Summary
French Associates Recommendation Letter
Bid Tabulation
Cost Summary



4/8/2025

Mr. Phillip Francis
Asst. Superintendent of District Services
Livonia Public Schools

15125 Farmington Road
Livonia, MI 48154

**Subject: STEVENSON HIGH SCHOOL – POOL FILTRATION PROJECT
Contract Award Recommendation for Construction Bids**

Dear Mr. Francis:

On April 1st, 2025 the District received bids for the Stevenson High School Pool Filtration Project. One bid was received by Baruzzini Contracting, LLC. A copy of their bid is attached to this letter. Their base bid total is for \$423,781.00.

A Post-Bid Interview with Baruzzini Contracting, LLC was held on April 4th, 2025. During this interview they demonstrated thorough understanding of the project and its scope of work. Our previous experience working with Baruzzini Contracting, LLC on past projects, including the successful completion of the Stevenson High School Pool Equipment Remodel during Phase III of the 2020 Bond Program in the summer of 2024, further affirms their capabilities. We are confident in their qualifications and ability to perform the required work for this project.

Based on the evaluations of the submitted bid and Post-Bid Interview, we hereby recommend that Baruzzini Contracting, LLC be awarded the contract for the Stevenson High School Pool Filtration Project in the amount of \$423,781.00.

Should you require any further information or clarification, please do not hesitate to contact me.

Sincerely,
French Associates

A handwritten signature in black ink, appearing to read 'Aimee Neikart'.

Aimee Neikart, AIA | NCARB
Senior Associate

Enclosures:

Baruzzini Contracting, LLC Bid Form

Baruzzini Contracting, LLC Post-Bid Checklist 23

BID FORM

SECTION 00 4000 - FORM OF PROPOSAL

NAME OF BIDDER Baruzzini Contracting, LLC

We, the undersigned, agree to enter into a contract with Livonia Public Schools (here after called the Owner) to provide all labor, material and equipment necessary for the combined work for the project as proposed in accordance with the drawings and specifications prepared by French Associates, Inc

PROJECT NAME:

Proposal No 1: Livonia Public Schools Stevenson High School – Pool Filtration Project for the sum of:

Four Hundred Twenty Three Thousand Seven Hundred Eighty One Dollars

\$ 423,781.00

VOLUNTARY ALTERNATES: The following voluntary alternates are offered by the respective Bidder. The undersigned understands and agrees that the following amounts WILL NOT be included as part of the Base Bid Proposal Price. Voluntary Alternates which may be accepted by the Owner will be added or deducted from the Base Bid Proposal Price upon agreement with the successful Bidder

1 Change from regenerative to pressure sand with 40 year media

ADD / DEDUCT. Eleven Thousand Two Hundred Seventeen Dollars. \$ -11,217.00

2. Upgrade complete chemical feed system

ADD / DEDUCT. Fourteen Thousand Nine Hundred Forty One Dollars \$ 14,941.00

SITE VISITATION:

Each contractor has an opportunity to visit each site to familiarize themselves and confirm the scope of work outlined in the Summary.

Sites visited Yes No Date 3/14/25 & 3/20/25

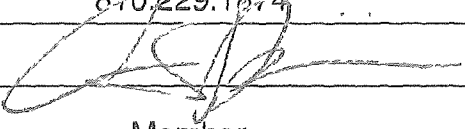
Acceptance of Proposal In accepting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to waive irregularities in the bidding process or accept any bid, when in the opinion of the Owner, such action will serve the best interests of Livonia Public Schools

FIRM NAME Baruzzini Contracting, LLC

ADDRESS: 1281 S. Old US Hwy 23, Brighton, MI 48114

TELEPHONE: 810 229 8996

FAX NO 810.229.1874

SIGNATURE  (signature is required)

TITLE Member

DATE 3/31/25

WITNESS BY: _____
(Sealed, if bid is by corporation)

OFFICIAL BID REQUIREMENTS

Pool Filtration Project at Stevenson High School

3/3/2025

NAME OF COMPANY Baruzzini Contracting, LLC
REPRESENTATIVE Anthony Baruzzini
BUSINESS ADDRESS 1281 S. Old US Hwy 23
CITY, STATE, ZIP Brighton, MI 48114 DATE 3/31/25

The bidder above-mentioned declares and certifies:

- A That said bidder is of lawful age and the only one interested in this bid, that no one other than said bidder has any interest herein
- B. That this bid is made without any previous understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is, in all respects, fair and without collusion or fraud
- C Bid prices MUST include ALL delivery charges
- D Specifications Any deviation from the specifications set forth must be clearly identified and detailed on the bid proposal form, otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible. In the event that a supplier wishes to bid a voluntary alternate in addition to the base bid (and as a cost savings consideration for the District), such alternate shall be submitted with the bid, on separate sheets and labeled as such with a brief description of the difference and rationale. However, if any substitution or departure is not clearly noted and described, it will be understood that the bid intends to exactly meet the specifications
- E That the prices quoted herein are net and inclusive of all federal, state, and municipal sales and excise taxes. TAXES- The successful company within this context is considered to be providing a service in which the company is the consumer of all equipment, supplies and materials used in providing this service. The company must pay tax on all equipment, supplies and materials used. When it comes to the affixation of materials to real property or the purchasing of services from a company, the school district's exemption does not flow through to the company who is the consumer of material for tax purposes. Any questions regarding this issue of tax, please contact the Michigan Department of the Treasury at 517 339 1123
- F All price proposals and delivery terms shall remain firm for ninety days after the date of bid opening and pricing should be based on current market value with agreement to invoice according to any price **reduction** that may occur prior to final delivery
- G District reserves the right to award this bid separately or in total, or for reasons of establishing uniformity, to other than the low bidder
- H No member of Livonia Public Schools Board of Education, or any officer, employee, or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, services or any portion of the profits thereof to which it relates
- I The bid **MUST** be signed by an authorized company agent and submitted on the attached forms (**School District designed form**)
- J Under penalty of perjury, the vendor bidding certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or State anti-trust laws. The bidder also certifies that their bid is made without any previous understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is, in all respects, fair and without collusion or fraud.

OFFICIAL BID REQUIREMENTS (continued):

K All bids must be accompanied by the following three statements

- 1) Familial Disclosure Statement – **sworn and notarized**
- 2) Affidavit of Compliance – Iran Economic Sanctions Act – **sworn and notarized**
- 3) Equal Opportunity Statement

No bid shall be accepted that does not include all of these statements.

L A bid bond executed by a U S Treasury listed surety company acceptable to the owner, or a cashier's check in the amount of 5% of the sum of the proposal payable to Livonia Public Schools shall be submitted with each proposal in excess of \$30,500 00

M Any error or omission found within this specification packet shall be communicated to all bidders as soon as possible. Bidders will not be allowed to take advantage of any errors or omissions in the specifications of this bid. Full instructions shall be given regarding any errors and omissions if called to the attention of Livonia Public Schools within two working days of the bid date.

N Bidder must be a firm established not less than three (3) years in the field for which this bid is solicited.

O Additional references may be requested after the bids are submitted. When requested, references are to be furnished as called for. Failure to honor this request will cause the bidder to be subject to rejection.

P The undersigned certifies that the bid contained herein meets or exceeds specifications.

Signature  Print Name Anthony Baruzzini

Title Member Date 3/31/25

VENDOR PROFILE:

Livonia Public Schools requests that vendors participating in the **Pool Filtration Project at Stevenson High School**, provide specific information about their company. This information will be taken into consideration when the bids are evaluated.

CONTACT INFORMATION.

NAME OF COMPANY Baruzzini Contracting, LLC
ADDRESS 1281 S. Old US Hwy 23
CITY/STATE/ZIP Brighton, MI 48114
PHONE 810.229.8996 FAX 810.229.1874
SALES MANAGER Jason Cavicchioli, Service Manager
Email address jason@baruzzini.com
NO. YEARS IN BUSINESS 72 TOTAL NUMBER OF EMPLOYEES 42

CLIENT CONTACTS

Please provide a list of the five (5) or more references of school districts and/or companies using the products or services recommended in this bid proposal.

NAME OF SCHOOL DISTRICT/COMPANY City of Warren
Contact/position Adriana Wilik, Aquatic Supervisor
Email Address awilk@cityofwarren.org
Address 5460 Arden
City Warren PHONE 586 258.2050
Estimated volume of business per year \$ 200,000

NAME OF SCHOOL DISTRICT/COMPANY Eastern Michigan University
Contact/position Jeff Norris, Rec/IM Aquatics Facilities Coordinator
Email Address www.emich.edu/recim
Address 154 Olds/Robb
City Ypsilanti PHONE 734 487 5639
Estimated volume of business per year \$ 150,000

NAME OF SCHOOL DISTRICT/COMPANY Ann Arbor Public Schools - Multiple sites
Contact/position Terry Conklin
Email Address conklint@aaps.k12.mi.us
Address 2775 Boardwalk St
City Ann Arbor PHONE 734 548 3313
Estimated volume of business per year \$ 200,000

CLIENT CONTACTS (continued)

NAME OF SCHOOL DISTRICT/COMPANY Dow Bay Area YMCA
Contact/position Rob Hendry
Email Address. rhendry@ymcabaycity.org
Address 225 Washington Ave
City Bay City PHONE 989.895.8596
Estimated volume of business per year \$ 50,000

NAME OF SCHOOL DISTRICT/COMPANY Pinckney Public Schools
Contact/position Jim Hayden, Director of Building and Grounds
Email Address jhayden@pinckneypirates.org
Address 2020 E. M-36
City Pinckney PHONE 810.225 3973
Estimated volume of business per year \$ 50,000

NAME OF SCHOOL DISTRICT/COMPANY Neighborhood Club
Contact/position Steve Hammel
Email Address steve@neighborhoodclub.org
Address 1750 Waterloo St
City Grosse Pointe PHONE 313.885 4600 x 37
Estimated volume of business per year \$ 30,000



Nationwide Mutual Insurance Company

Home Office Columbus, Ohio
Surety Administrative Office
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007-0033

BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR (Name, legal status and address)

Baruzzini Contracting, LLC
1281 S. Old US 23
Brighton, MI 48114

SURETY (Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007-0033

OWNER (Name, legal status and address)

Livonia Public Schools
15125 Farmington Road
Livonia, MI 48154

BOND AMOUNT five percent of amount bid (5%)

PROJECT (Name, location or address, and Project number, if any) Livonia Public Schools - Stevenson High School
Pool Filtration Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed, and sealed this 1st day of April, 2025

(Witness to Principal)

Baruzzini Contracting, LLC
(Principal) (Seal)

By
(Title) Member

Nationwide Mutual Insurance Company
(Surety) (Seal)

(Witness to Surety)

By
Jana M. Haller, Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint
ASHLEY M LAPARL, CASEY D LOPEZ, DONN T JOHNSON, JANE M HALLER, JENNIFER L HUDSON, NATALIE A MILLER, ROBERT F MOGLIA,
THOMAS C MOGLIA, TIFFANY D GUNN,

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and
undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company, and all acts
of said Attorney pursuant to the authority given are hereby ratified and confirmed

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company,
and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings,
recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other
writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or
authority, provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any
of said documents on behalf of the Company."

'RESOLVED FURTHER that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the
Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that
said seal shall not be necessary for the validity of any such documents.'

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company

Execution of Instruments Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all
approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of
the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or
stamped on any approved document, contract, instrument, or other papers of the Company

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021

[Handwritten signature of Antonio C. Albanese]

Antonio C Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK ss
On this 20th day of August, 2021, before me came the above-named officer for the Company
aforesaid, to me personally known to be the officer described in and who executed the preceding
instrument, and he acknowledged the execution of the same, and being by me duly
sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed
hereto is the corporate seal of said Company, and the said corporate seal and his signature were
duly affixed and subscribed to said instrument by the authority and direction of said Company



Stephanie Rubino McArthur
Notary Public, State of New York
No 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19 2024

CERTIFICATE

I, Laura B Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued
by the Company, that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has
not been revoked or amended in any manner, that said Antonio C Albanese was on the date of the execution of the foregoing power of attorney the duly elected
officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board
of directors, and the foregoing power of attorney is still in full force and effect

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1st day of
April, 2025

[Handwritten signature of Laura B. Guy]

Assistant Secretary

SECTION 00 8000.02 CERTIFICATION OF COMPLIANCE WITH IRAN ECONOMIC SANCTIONS ACT (PA 517 of 2012)

All Bidders must complete this certification form to indicate compliance with Public Act 517 of 2012, an act to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities, to require bidders for certain public contracts to submit certification of eligibility with the bid, to require reports, and to provide for sanctions for false certification. This statement must be submitted with the Form of Proposal.

By submitting this sworn and notarized statement with our Form of Proposal, we are certifying to:

(School District / Name) Livonia Public Schools

that we are in compliance with Public Act 517 of 2012.

PRINT

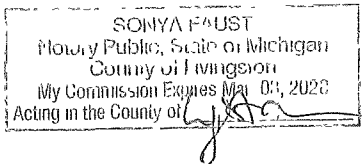
Company Name Baruzzini Contracting, LLC
Street Address 1281 S. Old US Hwy 23
City / State / Zip Brighton, MI 48114
Company Officer Anthony Baruzzini
Title Member
Officer's Signature [Signature] Date 3/31/25

State of Michigan
Livston (County) [Signature] (Signature)

Notary Public: Sonya Faust (Printed Name)

Subscribed and sworn to before me this 31st (day) of March (month) of year 20 25

My commission expires 3.3.28

Seal Imprint: 

SECTION 00 8000.03 EQUAL OPPORTUNITY STATEMENT

Livonia Public Schools:

Pool Filtration Projects at Stevenson High School

Baruzzini Contracting, LLC

It is the publicly stated policy of _____ not to discriminate against any employee, applicant for employment, contractor, or material supplier, because of race, religion, national origin, ancestry, or sex. With regards to employment, such non-discrimination includes, but not limited to, our (my) policies of recruitment, recruitment advertising, selection for apprenticeships or other training, rates of pay, promotion, transfer, lay-off or termination.

In all advertising for employment, subcontractors, or suppliers we (1) shall state all applicants or respondents will receive consideration without regard to race, religion, color, national origin, ancestry, or sex

We (I) understand that any contract for the Livonia Public Schools shall be in consideration of our maintaining the above mentioned non-discrimination policy.

We (I) understand that we (I) may be required to submit further information covering the race, color and work classification for our employees and those of subcontractors to be employed on this project.

NAME OF BIDDER (COMPANY) Baruzzini Contracting, LLC

SIGNATURE: _____



NAME: Anthony Baruzzini

TITLE Member

**SECTION 00 8000.04
CONTRACTOR'S CERTIFICATION OF ASBESTOS-FREE PRODUCT AND
INSTALLATION**

It is hereby understood and agreed that no products/materials containing asbestos, including Chrysotile, Amosite, Crocidolite, Tremolite Asbestos, Anthophyllite Asbestos, Actinolite Asbestos or any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the building by the Contractor or his employees, agents, subcontractors or other individuals or entities over whom the Contractor has control. The Contractor shall be required to sign this certification statement ensuring that all products or materials installed or introduced into a building will be asbestos-free.

The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the previous paragraph.

Project's Name Livonia Public Schools - Stevenson High School - Pool Filtration Project
Project's Address' 33500 Six Mile Rd, Livonia, MI 48152
Project's City Livonia / State MI / Zip 48152

Architect's Name French Associates Project Number 2024-081

CONTRACTOR'S CERTIFICATION


We (I) certify and will direct that all products and materials that will be and/or have been installed or introduced into the above named Project shall be asbestos-free (or less than one-percent (1%) asbestos by weight)

PRINT
Company Name Baruzzini Contracting, LLC Phone 810.229.8996

Street Address 1281 S. Old US Hwy 23

City / State / Zip Brighton, MI 48114

Company Officer Anthony Baruzzini Title Member

Officer's Signature  Date 3/31/25

**SECTION 00 8000.05
NON-COLLUSIVE AFFIDAVIT (Prime Bidder)**

State of Michigan

County of Livonia

Name: Anthony Baruzzini being first duly sworn, deposes and says

That he is (a partner or officer, etc.) of the firm of Baruzzini Contracting, LLC the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, Livonia Public Schools (Owner) or any person interested in the proposed contract, and that all statements in said proposal or bid are true

PRINT

Company Name Baruzzini Contracting, LLC Phone 810.229.8996

Street Address 1281 S. Old US Hwy 23

City / State / Zip Brighton, MI 48114

Company Officer Anthony Baruzzini Title Member

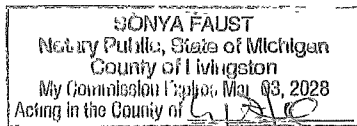
Officer's Signature [Signature] Date 3/31/25

BIDDER: if the Bidder is Individual;
PARTNER: if Bidder is Partnership,
OFFICER: if the Bidder is a Corporation

Subscribed and sworn to before me this 31st (day) of March (month) of year 20 25

My commission expires. 3.3.28

Seal Imprint.



POST-BID CHECKLIST

POST-BID CHECKLIST

2025 Stevenson High School Pool Filtration Project
Livonia Public Schools

Date: April 4, 2025

Client: Livonia Public Schools

Project: 2025 SHS Pool Filtration – Baruzzini Contracting, LLC

Attendees:

Name	Firm
Tony Baruzzini	Baruzzini
Jason Cavicchioli	Baruzzini
Harry Lau	LPS
Carl Roberts	LPS
Aimee Neikart	French
Mike Harris	UBSE
Collin Frink	PMR
Carl Nylander	Counsilman-Hunsaker

Item	Response	Comments	Follow-up
1. Project Cost:			
a. Stevenson High School Pool:	\$ 423,781		
2. Voluntary Alternates:			
a. Change from regenerative to pressure sand with 40 year media – (\$11,217.00) Deduct			ACCEPTED /
NOT ACCEPTED / NA	Dependent on response from state review.		
b. Upgrade complete chemical feed system - \$14,941 Add			ACCEPTED / NOT ACCEPTED / NA
3. Contact Information:			
a. <u>Office Contact (PM)</u>			
Name: Jason Cavicchioli			
Address: 1281 S. Old US Hwy 23, Brighton, MI 48114			
Phone: (810) 986-5132			
Email: jason@baruzzini.com			
b. <u>Field Contact (Foreman/Supt)</u>			
Name: TBD			
Phone Number:			
Email Address:			
4. Bid is a Lump Sum Price inclusive of all Bid Documents			YES / NO
5. Inclusive of all Addendums:			YES / NO / NA
6. Agree to terms of RFP and Contract Documents			YES / NO (list any exceptions below)
7. Cost of PLM Bonds Included in Proposal			YES / NO

POST-BID CHECKLIST

2025 Stevenson High School Pool Filtration Project
Livonia Public Schools

- 8. Experience Modification Rating (EMR) .85 Baruzzini to confirm
- 9. Insurance Coverages and Limits per Contract YES / NO

- 10. Unit Prices are all-inclusive, including OH&P YES / NO – Pool Lining needs to be assessed but it is included in the bid. \$3,500 included in base bid. To be assessed when pool is drained
- 11. Unit Prices are valid for additive and deductive work YES / NO/NA
- 12. Permits Costs Included YES / NO – Electrical permit is included only
- 13. Sales Tax Included YES / NO
- 14. Prevailing Wage Rates Included YES / NO / NA Non union company
- 15. Sub-Contractors to be used by Bidder:
 - a. Electrician – Landson Electric
- 16. Material Suppliers/2nd-Tier Subcontractors to be used by Bidder:
 - a. Recreonics – Pool equipment
 - b. Galoop – Pipe/Hardware/Valves
 - c. Prominent US – UV and Chemical controller
- 17. Daily Cleanup Included YES / NO
- 18. Dumpsters and off-site hauling of your debris included YES / NO – Dumpster on site, Logistics meeting to determine final location
- 19. Temporary Toilets YES / NO – Preferred to be provided by Baruzzini
- 20. All Safety Means/Methods for your work included YES / NO
 - a. Company Safety Plan YES / NO
 - b. Corporate Safety Manager YES / NO
 - i. Name: Dan Blankenship
- 21. Agrees to Schedule and Completion Dates YES / NO
 - a. Proposed Durations:
 - i. Start: End of May 2025 – Complete: August 15, 2025
 - 1. Material to be brought as needed
 - 2. Planned for 6 week duration
- 22. Shop Drawing Procurement – Immediately needed (2weeks)
- 23. Material Manufacturer & Procurement Time
 - a. VFD – 8-10 wks
 - b. Pressure Sand – 10-12 weeks
 - c. Everything else is 4-6 weeks

- 24. Manpower
 - a. SHS: 2-4

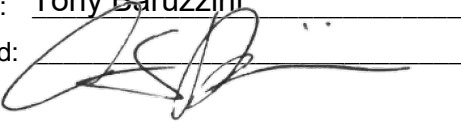
POST-BID CHECKLIST

2025 Stevenson High School Pool Filtration Project
Livonia Public Schools

- 25. Site Requirements (Trailer, Parking, Laydown/Staging Area, etc.)
 - a. Small staging area needed outside of nearest door to mechanical room
- 26. Utility Requirements
 - a. Water: **YES** / NO
 - b. Electricity: **YES** / NO
- 27. Exceptions / Clarifications to Scope, Contract Terms & Conditions, Schedule, General & Supplemental Conditions:
 - a. None
- 28. Additional Comments/Action Items:
 - a. Fissure Valves are completely removed
 - b. Old valves on national filter tanks are replacement valves and the district would like them to be returned

CONTRACTOR ACKNOWLEDGEMENT:

Name: Tony Baruzzini

Signed: 

Date: 4/4/25



**SINKNG FUND
STEVENSON HS POOL FILTRATION SYSTEM RENOVATION
COST SUMMARY**

	Hard Construction		
Project	Budget	Actual	Variance
Stevenson High School Pool Filtration System Renovation	\$ 400,000	\$ 423,781	\$ (23,781)
Totals	\$ 400,000	\$ 423,781	\$ (23,781)

	Construction Contingency		
	Budget (10%)	Actual (10%)	Variance
Project Contingency	\$ 40,000	\$ 42,419	\$ (2,419)
Totals	\$ 40,000	\$ 42,419	\$ (2,419)

	Total Project Costs		
	Budget	Actual	Variance
Project Total	\$ 440,000	\$ 466,200	\$ (26,200)
Totals	\$ 440,000	\$ 466,200	\$ (26,200)

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: Approval of Cooperative Agreement for Livonia Transition Program

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the renewal of the Cooperative Education Program Agreements between the Livonia Transition Program and the following school districts for the 2025-2026 school year:

Crestwood School District
Garden City Public Schools
Northville Public Schools
Redford Union Schools
Romulus Public Schools
South Redford Public Schools
Van Buren Public Schools

RATIONALE:

Cooperative Agreements are mutually beneficial contracts that allow sending districts additional student programming and authorizes the LPS to receive a proportional amount of that student's basic funding allowance.

BUDGETARY INFORMATION:

Based on an enrollment of 30 students from non-LPS districts, the Cooperative Agreements will generate approximately \$528,240.

RESOURCE PERSONNEL:

Maegan Sprow, Director of Student Services

EXHIBITS:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: Approval of Cooperative Agreement for Livonia Career Technical Center

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the renewal of the Cooperative Education Program Agreements between the Livonia Career Technical Center and the following school districts for the 2025-26 school year:

Northville Public Schools
Plymouth Canton Community Schools
Plymouth Christian Academy
Wayne-Westland Community Schools

RATIONALE:

Cooperative Agreements are mutually beneficial contracts that allow sending districts additional student programming and authorizes the LPS to receive a proportional amount of that student's basic funding allowance. In addition, our Cooperative Agreement with the Wayne-Westland Community Schools allows LPS students to attend classes at the William Ford Career Technical Center.

BUDGETARY INFORMATION:

Based on an enrollment of 20 students from non-LPS districts, the Cooperative Agreements will generate approximately \$175,000.

RESOURCE PERSONNEL:

Kevin Etue, Director of Secondary Programs & District Services

EXHIBITS:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: **Approval to Purchase Amplify Science**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the purchase of Amplify Science Middle School Integrated Licenses for sixth, seventh, and eighth grade from Amplify in Brooklyn, New York for a total amount of \$251,980.00. This purchase would include 6-year student licenses. The teacher licenses would be provided for free with this purchase.

RATIONALE:

Amplify Science is a highly rated science curriculum that was evaluated using the district textbook adoption process in 2019 and the extension will provide continued access to the digital textbook. The recommendation has been reviewed and supported by the Curriculum Committee.

BUDGETARY INFORMATION:

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

RESOURCE PERSONNEL:

Theresa O'Brien, Chief Academic Officer

EXHIBITS:

Attachment



Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-427843-2
 Date: 4/7/2025
 Expires On: 5/7/2025
 Delivery Service Level: Standard

Customer Contact Information
 Rebecca Caldwell
 LIVONIA PUBLIC SCHOOL DISTRICT
 734-744-2500
 rcaldwel2@livoniapublicschools.org

Amplify Contact Information
 Heather Freeman
 Senior Account Executive
 hfreeman@amplify.com

6 Year Option

6th Grade

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G6 Integrated Teacher License - 6yr (2025-2031)	1.00	\$0.00	\$0.00
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 6yr (2025-2031)	970.00	\$86.00	\$83,420.00
TOTAL			\$83,420.00

7th grade

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G7 Integrated Teacher License - 6yr (2025-2031)	1.00	\$0.00	\$0.00
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 6yr (2025-2031)	975.00	\$86.00	\$83,850.00
TOTAL			\$83,850.00

8th Grade

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS G8 Integrated Teacher License - 6yr (2025-2031)	1.00	\$0.00	\$0.00
Amplify Science Full Year Grade 8 Course - Integrated Model - LICENSE - UPFRONT - 6yr (2025-2031)	985.00	\$86.00	\$84,710.00
TOTAL			\$84,710.00

6th Grade

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	Standard	\$0.00	\$0.00

GRAND TOTAL

\$251,980.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2031.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used

in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other

purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or

delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc - Confidential Information

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: **Approval of a Teacher**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Superintendent and offer employment for the 2025-26 school year to the teacher listed on the attached document.

RATIONALE:

This teacher has been interviewed along with many other applicants for the vacancy which exists in our instructional program. We believe this teacher is the most qualified for the position and recommend she be approved for employment.

BUDGETARY INFORMATION:

The position is listed are within the 2025-26 budget.

RESOURCE PERSONNEL:

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

EXHIBIT:

Attached

ljn

SY 25-26 BOE New Teachers April

NAME	DEGREE/SCHOOL	FTE	ASSIGNMENT	MOST RECENT EXPERIENCE	TOTAL YEARS OF EXPERIENCE	STEP
Shoemaker, Christine	Master of Arts in School Psychology Central Michigan University Bachelor of Science Central Michigan University	1.0	School Psychologist Student Services 2025-26 School Year	School Psychologist Livingston Educational Service Agency	5 years	Step 5 - MA 4 years probation

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: Granting of Tenure Status to Specified Teachers

RECOMMENDATION:

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

<u>Name</u>	<u>Date</u>
Melissa Kobe	April 21, 2025
Alyssa Lipski	May 2, 2025

RATIONALE :

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

RESOURCE PERSONNEL:

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

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: Leaves of Absence

RECOMMENDATION:

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

<u>Name</u>	<u>Date effective</u>
Marissa D’Orazio	April 15, 2025 – June 2026
Tara Forrester	2025-26 school year
Emily Gage	April 21, 2025 – June 2025
Alaina Kennedy	2025-26 school year
Alexandria Sergison	2025-26 school year

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: Resignation

RECOMMENDATION:

As authorized in the Board of Education motion of June 17, 2024, the following resignation has been accepted by the superintendent:

<u>Name</u>	<u>Date Effective</u>
Erin Lawson	June 30, 2025

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

None

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: Resolution of Appreciation for Employees Who are Retiring

RECOMMENDATION:

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

**Stephanie Ammar
Jennifer Clay
Lynn Dolly
Angela Eckerle
David Garbutt
Mary Jarvis
Patricia Kilgore
James Koepke
Sherry Kosmalski
Josephine McWilliams
Timothy Olschanski
Pamela Roberts
Laura Schroth
Christine Shurin
Lisa Walega**

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

Attached resolutions

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

RESOLUTIONS

Stephanie Ammar

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Stephanie Ammar will retire from the district on June 6, 2025; and,

WHEREAS, Stephanie Ammar has devoted 26 years of dedicated, loyal, and outstanding service to the students of Franklin High School as a teacher; and,

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

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

Jennifer Clay

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Jennifer Clay will retire from the district on June 30, 2025; and,

WHEREAS, Jennifer Clay has devoted 22 years of dedicated, loyal, and outstanding service to the students of Student Services as a school psychologist; and,

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

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

Lynn Doully

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Lynn Doully will retire from the district on June 4, 2025; and,

WHEREAS, Lynn Doully has devoted 27.5 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Perrinville Early Childhood Center and Roosevelt Elementary; and,

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

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

Angela Eckerle

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Angela Eckerle will retire from the district on June 6, 2025; and,

WHEREAS, Angela Eckerle has devoted 25 years of dedicated, loyal, and outstanding service to the students of Cass Elementary and Hoover Elementary as a teacher; and,

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

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

David Garbutt

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that David Garbutt will retire from the district on June 5, 2025; and,

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

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

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

Mary Jarvis

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Mary Jarvis will retire from the district on June 30, 2025; and,

WHEREAS, Mary Jarvis has devoted 31.6 years of dedicated, loyal, and outstanding service to the students of Western Wayne Skill Center, Churchill High School, Livonia Transition Program, Frost Middle School, Webster Elementary and many students serviced district wide through Student Services as a teacher and program specialist; and,

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

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

Patricia Kilgore

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Patricia Kilgore will retire from the district on June 13, 2025; and,

WHEREAS, Patricia Kilgore has devoted 26 years of dedicated, loyal, and outstanding service to the students of Kennedy Elementary, Taylor Elementary, Buchanan Elementary, Riley Middle School, Cooper Elementary, Holmes Middle School and Stevenson High School as a teacher; and,

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

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

James Koepke

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that James Koepke will retire from the district on April 30, 2025; and,

WHEREAS, James Koepke has devoted 10.8 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a driver in the Transportation Department; and,

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

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

Sherry Kosmalski

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Sherry Kosmalski will retire from the district on June 5, 2025; and,

WHEREAS, Sherry Kosmalski has devoted 20.8 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Coolidge Elementary, Webster Elementary, Western Wayne Skill Center and in the Livonia Transition Program; and,

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

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

Josephine McWilliams

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Josephine McWilliams will retire from the district on June 30, 2025; and,

WHEREAS, Josephine McWilliams has devoted 28.7 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional at Frost Middle School; and,

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

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

Timothy Olschanski

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Timothy Olschanski will retire from the district on June 9, 2025; and,

WHEREAS, Timothy Olschanski has devoted 28 years of dedicated, loyal, and outstanding service to the students of Emerson Middle School, Franklin High School, Riley Middle School and Holmes Middle School as a teacher; and,

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

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

Pamela Roberts

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Pamela Roberts will retire from the district on April 30, 2025; and,

WHEREAS, Pamela Roberts has devoted 39.3 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a driver and Class I maintenance staff member in the Transportation and Maintenance Departments; and,

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

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

Laura Schroth

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Laura Schroth will retire from the district on June 6, 2025; and,

WHEREAS, Laura Schroth has devoted 25 years of dedicated, loyal, and outstanding service to the students of Adams Elementary, Roosevelt Elementary, Garfield Elementary and Randolph Elementary as a teacher; and,

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

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

Christine Shurin

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Christine Shurin will retire from the district on June 6, 2025; and,

WHEREAS, Christine Shurin has devoted 27 years of dedicated, loyal, and outstanding service to the students of Johnson Elementary, Webster Elementary, Roosevelt Elementary, Churchill High School, Franklin High School, Frost Middle School and Stevenson High School as a teacher; and,

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

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

Lisa Walega

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Lisa Walega will retire from the district on June 6, 2025; and,

WHEREAS, Lisa Walega has devoted 30 years of dedicated, loyal, and outstanding service to the students of Stevenson High School as a teacher; and,

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

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

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: Resolution in Support of the IDEA Full Funding Act

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District adopt the attached resolution, in support of the Individuals with Disabilities Education Act Full Funding Act, which would create a 10-year mandatory path to fully fund IDEA.

RATIONALE:

See attached resolution.

BUDGETARY INFORMATION:

The IDEA Full Funding Act would require yearly increases to funding for IDEA programs so that the federal government reaches an annual appropriation of 40% of the cost of special education services within the next 10 years, finally fulfilling their obligation made back in 1975. The current federal investment in IDEA is less than 11%, leaving the responsibility for funding the remainder of the added cost to states and local school districts.

RESOURCE PERSONNEL:

Andrea L. Oquist, Superintendent

EXHIBITS:

Attached

Off/Supt/tg

*Livonia Public Schools
Board of Education
April 21, 2025*

*Restore Full IDEA Funding
RESOLUTION*

WHEREAS, public education is the cornerstone of our democracy, providing fundamental skills and opportunity to children across the United States; and,

WHEREAS, In the decade following the Great Recession, students across the U.S. lost nearly \$600 billion from the states' disinvestment in their public schools; and

WHEREAS, prior to the COVID-19 pandemic, both state and federal funding for public schools was already failing to meet the critical needs of students across the country; and,

WHEREAS, since the COVID-19 pandemic, students have needed additional academic, social, emotional, and mental health support through targeted programming and additional personnel, enhanced professional development opportunities, new technology as well as critical updates to school facilities; and,

WHEREAS, research has consistently shown that increased education funding positively affects academic performance, increases graduation rates, and impacts future earnings; and,

WHEREAS, when Individuals with Disabilities Education Act (IDEA) was passed in 1975, the federal government committed to pay 40 percent of the average per pupil expenditure for special education to ensure that every child with a disability has access to a high quality education; and,

WHEREAS, the financial pledge for IDEA has never been met and is currently funded at approximately 10.7 percent, leaving a gap of billions of dollars needed for students; and,

WHEREAS, Livonia Public Schools School District is proud to serve a student population that includes approximately 13 percent of students with disabilities; and,

WHEREAS, when Livonia Public Schools' costs to deliver the important services required under IDEA are not properly funded by the federal government, it requires us to reallocate money from other programs to make up for it; and,

WHEREAS, the federal underfunding of IDEA has negatively impacted the academic opportunities of all students for generations, not just those with disabilities;

NOW, THEREFORE, be it resolved by the Livonia Public Schools School District as follows:

The Livonia Public Schools Board of Education calls on Congress to immediately pass the IDEA Full Funding Act (S.2217/H.R. 4519) which would create a 10-year mandatory path to fully fund IDEA; and,

The Livonia Public Schools Board of Education calls on the state legislature to provide adequate, equitable, and sustainable funding increases to districts to mitigate the harm caused by decades of underfunded schools.

*Madeline Acosta, Secretary
Board of Education*

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

ITEM: IX.B.

TOPIC: Second Reading & Adoption of Board Policy

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language per the attached document for the following:

BOARD BYLAW BHA – Code of Ethics

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of March 17, 2025.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Andrea Oquist, Superintendent

EXHIBITS:

Attached Policy

Off/Supt/tg

BYLAWS OF THE BOARD

BHA

BOARD OPERATIONS CODE OF ETHICS

APRIL 21, 2025

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

As a Board member,

- I will make decisions in terms of the educational welfare of children and will seek to develop and maintain schools that meet the individual needs of all children regardless of their sex, race, color, national origin, religion, age, height, weight, marital status, handicap, disability, sexual orientation, sexual identity, or transgender status.
- I will be a personal advocate for the good work of the District.
- I will focus Board action on policy making, strategic planning, and designating and evaluating the Superintendent.
- I recognize that the role of the Board is to govern and oversee the management of the District. I will delegate authority to the Superintendent for the day-to-day operations of the District and will not seek to participate in the day-to-day operations.
- I will review and evaluate all Board Policies, Bylaws of the Board, procedures and processes of the Board, and will work to make desired changes so they will be current, relevant, and in accordance with state and/or federal laws. When requested, I will review all Administrative Procedures brought forth and give input to the Superintendent; however, the Board does not vote to approve Administrative Procedures.
- I will follow established Board Operating Procedures.
- I will come to Board meetings prepared to discuss and take action on all agenda items. I will read and study the Board meeting information seeking clarification, if needed, prior to each Board meeting.
- I will give the Superintendent and Board President notification of my concerns prior to the Board meetings, so that the concerns can be properly addressed.
- I understand that I have not only the right, but the duty, to express my views and opinions and ask questions at the Board table; and will make a good faith effort to understand the views of others.
- I recognize that the Board must make decisions as a whole in public. I will base all decisions on the available facts and my independent judgment, and I will refuse to surrender my independent judgment to individuals or special interest groups.
- I will avoid being placed in a position of conflict of interest, and, if such a conflict is unavoidable, I will disclose such interest and abstain from voting on such matters.

- I will work with my fellow Board members toward consensus when making decisions. Once a decision is made, I will support the decision and its implementation.
- I recognize that while I am free to express my personal views, the Board President is the spokesperson for the Board and the Superintendent is the spokesperson for the District. This includes all written and spoken communications, including social media.
- I will be respectful and listen to all ideas presented to the Board, be it from parents, staff, students, community members, other Board members, or other stakeholders. I will listen and then refer any person to appropriate personnel.
- I will communicate to other Board members and the Superintendent significant expression of public reaction to Board policies and school programs.
- I will exercise caution when communicating between and among Board members, including electronic communication, and will abide by the Open Meetings Act.
- I will hold confidential all matters that, if disclosed, would needlessly injure individuals, schools, or the district. I will keep confidential all information that is privileged under applicable law, including closed session discussions.
- I will stay informed about current educational issues by individual study and through participation in programs providing needed information; for example, those sponsored by my state and national school board associations. I will share what I have learned with my Livonia Public Schools' colleagues, formally or informally, so as to keep our Board apprised of current issues and topics.
- I will take no private or public action that will compromise the Board, the Administration, or the District.
- I will refrain from using my Board position for personal or partisan gain.
- I will support the hiring of those persons best qualified to serve as District staff.
- I will support and protect District personnel in the proper performance of their duties.
- I will, along with my fellow Board members, will review, revise and sign this Code of Ethics annually at the beginning of each calendar year.

As Board President,

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

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

ITEM: IX.C.

TOPIC: Second Reading & Adoption of Board Policy

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language per the attached document for the following:

BOARD BYLAW BCB – General Order of Business at Regular Meetings

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of March 17, 2025.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Andrea Oquist, Superintendent

EXHIBITS:

Attached Policy

Off/Supt/tg

BYLAWS OF THE BOARD

BCB

BOARD OPERATIONS

GENERAL ORDER OF BUSINESS AT REGULAR MEETINGS APRIL 21, 2025

The order of business at regular meetings shall generally be as follows:

- Call to Order
- Roll Call
- Pledge of Allegiance
- Communications
 - Recognitions and Other Communications Items
 - District Update from the Superintendent
 - Audience Communications (limited to a total of 15 minutes, with the remainder preceding Hearing from Board Members)
- Consent Agenda
- Approval of Minutes of Previous Meeting(s)
- Business Matters
- Instructional Matters
- Personnel Matters
- Remainder of Audience Communications
- Hearing from Board Members
- Adjournment

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 21, 2025**

TOPIC: **Second Reading & Adoption of Board Policy**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Policy Committee and adopt Board Policy language per the attached document for Board Policy JBF – Release Time.

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of March 17, 2025.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

William Green, Director of Elementary Programs

EXHIBIT:

Attached Policy

Off/Supt/tg

BOARD POLICY

JBF

STUDENTS RELEASE TIME

April 21, 2025

The Board of Education grants to the administration the right to release students from school for religious instruction up to two (2) hours per week when written notice is provided to the school.

LEGAL REF.: MCL 380.1561; Admin Rule: R340.2 (7) *et seq.*

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
April 17, 2025**

TOPIC: First Reading of Board Policy

RECOMMENDATION:

The Policy Committee has reviewed changes for the following policies:

Personnel:

- **Board Policy GAC – Staff Job-Related Accident/Injury**
- **Board Policy GAEB – Assaults on Employees**
- **Board Policy GAF Workplace Violence**
- **Board Policy GBBA – Qualification and Duties**

RATIONALE:

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

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBITS:

Attached

Off/Supt/tg

BOARD POLICY

GAC

PERSONNEL

NOVEMBER 26, 2018

STAFF JOB-RELATED ACCIDENT/INJURY/ASSAULT

For the safety and well-being of our staff, the District ~~has established~~ shall follow established administrative procedures ~~to be followed~~ regarding the medical treatment and reporting of job-related injury, illness, or accident, including assault on employees.

The ~~Board of Education~~ District directs its employees to promptly report to their supervisor all school-related incidents involving injury, illness, accident, damage to property, or threatening behavior against an employee. The administration or staff is directed to immediately investigate the incident. All such incidents and the findings of related investigations shall be promptly reported to the Human Resources Department.

RECOMMEND TO REMOVE

BOARD POLICY

GAEB

PERSONNEL ASSAULTS ON EMPLOYEES

JUNE 20, 1988

Reviewed 2/2014

The Board of Education directs its employees to promptly report to their supervisor all school-related incidents involving injury, damage to property, or threatening behavior against an employee. The administration or staff is directed to immediately investigate the incident.

MOVE TO GAC

BOARD POLICY

GAF

PERSONNEL WORKPLACE VIOLENCE

NOVEMBER 26, 2018

Livonia Public Schools is committed to providing students, employees, volunteers, and visitors a safe environment. Accordingly, the school district prohibits acts of violence or threats of violence on school property, at school-sponsored events, or involving school vehicles.

Workplace violence is defined as **an** acts or threats of violence against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions or to create a hostile, abusive, or intimidating work environment for employees. Workplace violence includes, but is not limited to, threats, physical attack, or property damage.

Specific examples of conduct prohibited under this policy include, but are not limited to, the following:

- Physical attack such as hitting, fighting, pushing or shoving another, or throwing objects at an individual.
- Threatening to harm an individual or ~~his/her~~ **their** family, friends, associates, or their property.
- The intentional destruction or threat of destruction of property owned, operated, or controlled by the district.
- Threatening statements by any means including, but not limited to, phone calls, letters, or other forms of written or electronic communications, **including social media**.
- Intimidating or attempting to coerce an employee to do wrongful acts.
- Possession or use of firearms, weapons, or other dangerous devices on school property including, but not limited to, parking lots.

Any employee, applicant for employment, student, or board member who **has observed** or believes that ~~he/she has~~ **they** been the victim of such action(s), ~~or who has observed such action,~~ must promptly report ~~such action(s)~~ **the incident(s)** to the applicable School Administrator or the Administrator of Public Safety. If, for any reason, the individual does not feel that ~~he/she~~ **they** can report ~~the action(s)~~ to the applicable School Administrator or the Administrator of Public Safety, ~~he/she~~ **they** shall promptly report ~~the action(s)~~ to the ~~Assistant Superintendent~~ **Director(s)** of Human Resources or **Superintendent**. The School District has the responsibility for investigating and ~~resolving~~ **addressing** such complaints.

All employees are prohibited from possessing on district property or vehicles any item to be deemed a dangerous weapon. For the purposes of this policy, dangerous weapons include, but are not limited to, firearms, explosives, knives (with a blade over 3 inches in length), clubs, sticks, martial arts implements or other items which are intended to be used to cause death or inflict bodily harm. All district property, including buildings, grounds, office areas, classrooms, desks, file cabinets, or storage containers are for official district use and employees can have no expectation of privacy in these areas. All district property is at all times subject to examination and inspection by district officials in the discharge of their duty and enforcement of the district's policies.

Violations of this policy will result in disciplinary action up to and including discharge.

LEGAL REF.: *Collins v. Blue Cross Blue Shield of Michigan*, 228 Mich App 560, 579 NW2d 435 (1998)

RECOMMEND TO REMOVE BOARD POLICY

GBBA

PROFESSIONAL PERSONNEL QUALIFICATIONS AND DUTIES

JUNE 20, 1988

All teachers of courses offered under the auspices of the department of extended school services must be certificated in accordance with law.

~~CROSS REF.: Master Agreements: LEA~~

~~LEGAL REF.: MCLA, 380.1231; 380.1246; 380.1531 et seq.; R390.1126 et seq.
(Legal References Updated 3/12/07)~~

