

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION**

**Regular Meeting
May 19, 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. Recognition of National Merit Scholar Finalists | 3 |
| B. Points of Pride - The Power of Unified | |
| C. District Update from the Superintendent | |
| 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. | 4 |
| V. DISPOSITION OF MINUTES | |
| A. *Minutes of the Regular Meeting of April 21, 2025 | 5 |
| VI. BUSINESS MATTERS | |
| A. Approval of Sale of Property | 18 |
| B. Approval of Sale of Bonds | 36 |
| C. *Approval of 2025-2026 Leases | 48 |
| D. *Approval of Appointment of Auditor | 79 |
| E. *Approval of WRESA Budget 2025-2026 | 95 |
| VII. INSTRUCTION MATTERS | |
| A. Approval of Purchase of Everyday Math Journals | 97 |
| VIII. PERSONNEL MATTERS | |
| A. Teacher for Tenure | 101 |
| B. Leave of Absence | 102 |
| C. Resignations | 103 |
| D. Retirements | 104 |
| IX. HEARING FROM BOARD MEMBERS | |
| A. Approval of Resolution for Wayne RESA Board Election | 117 |
| B. Second Reading Board Policy GAC - Staff Job Related Accident/Injury/Assault | 120 |
| C. Removal of Board Policy GAEB - Assaults on Employees | 122 |
| D. Second Reading Board Policy GAF - Workplace Violence | 124 |

E. Removal of Board Policy GBBA - Qualifications and Duties	127
F. First Reading Board Policy DFF - Post-Issuance Tax Compliance	130
G. First Reading Board Policy DID - Audit/Published Statement	137
H. First Reading Board Policy DJD - Expense Reimbursement	138
I. Hearing from Board Members	
X. ADJOURNMENT	

Memo from Communications

To: Teresa Giunta

From: Stacy Jenkins

Date: May 14, 2025

Re: Communications item for May 19, 2025 Board of Education Meeting

The following students will be recognized during the regular meeting of the Board of Education on May 19, 2025 for their success in the National Merit Scholarship program:

Luc Condevaux – Churchill High School

Rony Charbel Korab – Churchill High School

Lauren Martin – Churchill High School

Thank you,

Stacy Jenkins

Administrator of District Communications

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 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 Regular Meeting of April 21, 2025
- VI.C. *Approval of 2025-2026 Leases
- VI.D. *Approval of Appointment of Auditor
- VI.E. *Approval of Wayne RESA Budget

RATIONALE:

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

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Andrea L. Oquist, Superintendent

EXHIBITS:

Attached

Off/Supt/tg

**MINUTES
BOARD OF EDUCATION
Livonia Public Schools
Regular Meeting
April 21, 2025**

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

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

Members Absent: 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 Communications	None
---	------

Audience Communications	A high school student and their parent addressed the Board regarding issues between this student and another student. Both expressed concerns for the presenting student's well-being. After their time to speak, Mr. Abbate conferred with the family and will follow up.
-------------------------	--

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 items:
----------------	--

*Minutes of the Board Workshop of 3/31/25

*Minutes of the Regular Meeting of 3/17/25

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

Nays: None

Approval of Funds for Churchill LMC Renovation	It was moved by Mrs. Jarvis and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District accept the recommendation of its Owner's Representative, Plante
--	--

Moran Realpoint, and approve the design enhancements for the CHS LMC project in the amount of \$950,000.

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

Nays: None

Stevenson Pool Filtration Replacement

It was moved by Mrs. Burton and supported by Mrs. Frank that the Board of Education of the Livonia Public Schools School District approve the replacement of the pool filtration system at SHS by Baruzzini Contracting, LLC, Brighton, Michigan for a total amount of \$466,200, which includes contingency.

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

Nays: None

2025-2026 Cooperative Agreement – Livonia Transition Program

It was moved by Mr. Johnson and supported by Mrs. Jarvis 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 public-school districts: Crestwood, Garden City, Northville, Redford Union, Romulus, South Redford, and Van Buren.

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

Nays: None

2025-2026 Cooperative Agreement – Livonia Career Technical Center

It was moved by Mrs. Frank and supported by Mr. MacFarland 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 public-school districts for the 2025-26 school year: Northville, Plymouth Canton, Plymouth Christian Academy, Wayne-Westland.

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

Nays: None

Approval to Purchase Amplify Science

It was moved by Mr. MacFarland and supported by Mrs. Jarvis that the Board of Education of the Livonia Public

Schools School District approve the purchase of Amplify Science Middle School Licenses for the 6th, 7th and 8th grades from Amplify in Brooklyn, NY for a total amount of \$251,980 which includes 6-year student licenses. Teacher licenses are free with purchase.

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

Teachers for Approval

It was moved by Mrs. Acosta and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District accept the recommendation of the Superintendent and offer employment for the 2025-2026 school year to:

Christine Shoemaker (1.0) Student Services (Psychologist)

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

Teachers for Tenure

It was moved by Mrs. Jarvis and supported by Mrs. Burton 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 their respective dates:

Melissa Kobe April 21, 2025
Alyssa Lipski May 2, 2025

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

Leaves of Absence

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

Marissa D'Orazio April 15, 2025-June 2026
Tara Forrester 2025-2026 school year
Emily Gage April 21, 2025-June 2025
Alaina Kennedy 2025-2026 school year
Alexandria Sergison 2025-2026 school year

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

Resignation

The Board was informed of the following resignation:

Erin Lawson June 30, 2025

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 resolutions of appreciation for services rendered by:

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.

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

Approval of Resolution for
IDEA Funding

It was moved by Mrs. Frank and supported by Mrs. Acosta that the Board of Education of the Livonia Public Schools School District adopt this 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.

**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

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

Nays: None

Second Reading and
Adoption of Board Bylaw
BHA – Code of Ethics

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 the following Board Policy Language:

BYLAWS OF THE BOARD
BOARD OPERATIONS
CODE OF ETHICS

BHA
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.

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

Second Reading and Adoption of bylaw BCB – General Order of Business at Regular Meetings

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

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

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

Second Reading Board Policy JBF – Release Time

It was moved by Mrs. Jarvis 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 the following Board Policy Language:

BOARD POLICY
STUDENTS
RELEASE TIME JBF 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.

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

First Reading Board Policy
GAC – Staff Job-Related
Accident/Injury

The Policy Committee has reviewed the following changes:

BOARD POLICY PERSONNEL STAFF JOB-RELATED ACCIDENT/INJURY/ASSAULT
GAC NOVEMBER 26, 2018 MAY 21, 2025

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.

First Reading Board Policy
GAEB – Assaults on
Employees

The Policy Committee has reviewed the following changes:

~~RECOMMEND TO REMOVE
BOARD POLICY PERSONNEL ASSAULTS ON EMPLOYEES
GAEB 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~~

First Reading Board Policy
GAF – Workplace Violence

The Policy Committee has reviewed the following changes:

BOARD POLICY PERSONNEL WORKPLACE VIOLENCE
GAF NOVEMBER 26, 2018 MAY 21, 2025

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 have** 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)

First Reading Board Policy GBBA – Qualifications and Duties

The Policy Committee has reviewed the following changes:

RECOMMEND TO REMOVE
~~BOARD POLICY~~ ~~GBBA~~
~~PROFESSIONAL PERSONNEL~~ ~~JUNE 20, 1988~~
~~QUALIFICATIONS AND DUTIES~~

~~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)~~

Hearing from Board
Members

Mrs. Jarvis expressed pride in the LPS Robotics teams and programs as the Livonia Warriors and Tyros teams competed in the recent World's Robotics Competitions. The Warriors rank in the top 99% of world-wide teams. The entire Board of Education team shared many kudos.

Adjournment

President Bradford adjourned the meeting at 8:05pm

Supt.' AO/tg for MA
C: Board

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED purchaser, Infinity Homes & Co., LLC ("Purchaser"), hereby offers and agrees to purchase from Livonia Public Schools ("Seller") the following vacant real property situated in the City of Westland, Wayne County, Michigan, described as follows:

10.33 +/- acres of vacant land located on the South side of Ann Arbor Trail, West of N. Merriman Road, Westland Michigan, Sidwell Number 56-012-99-0017-001, more particularly described on Exhibit A attached hereto, subject to Survey (the "Premises"),

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

THE SALE TO BE CONSUMMATED BY CASH SALE: Delivery of the Warranty Deed attached hereto and marked as Exhibit B conveying marketable title at Closing to the Premises. The purchase price for the Premises shall be the sum of Two Hundred Thirty Five Thousand Dollars and 00/100 (\$235,000.00) (the "Purchase Price") payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

2. As evidence of title, Purchaser agrees to furnish Seller within fifteen (15) business days of the Date of this Offer with a Commitment for Title Insurance with the standard exceptions (the "Commitment"), issued by First Centennial Title Agency, Inc. of Mid-America (the "Title Company") in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. If Purchaser desires a Commitment "without the standard survey exceptions;" Purchaser shall be responsible to obtain an ALTA survey, at its sole cost and expense, which accurately describes and reflects the Premises ("Survey") within ninety (90) days of the Date of this Offer and verify that said Survey is sufficient to allow the Title Company to issue a Commitment without said standard exceptions. Once said Survey is obtained by Purchaser and reviewed and accepted by Seller, the legal description in the Survey shall update Exhibit A. The Survey shall be certified to the Seller, the Purchaser and the Title Company. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing.
3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages. To the extent the Earnest Money Deposit is held in escrow by the Title Company, the Seller shall be entitled to an immediate release of such funds from escrow.
4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title is made within ten (10) days of delivery of the Commitment, that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects; or (2) terminate the Offer and refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale in accordance with the Closing date set forth in Paragraph 12.
6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the Date of this Offer shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. All other Closing fees/costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.
7. It is understood that this Offer is irrevocable for forty-five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 12.
8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Twelve Thousand and 00/100 (\$12,000.00) Dollars (the "Earnest Money Deposit") to be held in escrow by the Title Company, as escrow agent, pursuant to the form of Escrow Agreement attached hereto as **Exhibit E** (the "Escrow Agreement"). If the Purchaser elects to exercise the Extension Period(s) under Paragraph 10(C) below, the Purchaser agrees to increase the Earnest Money Deposit and shall deposit an additional sum of Ten Thousand and 00/100 Dollars (\$10,000.00) for each Extension Period requested (each an "Additional Deposit") with the Title Company prior to the end of the Inspection Period, or in the case of the second Extension Period, prior to the end of the first Extension Period (the "Earnest Money Deposit" and "Additional Deposit(s)", if made hereunder, shall all be collectively known as the "Earnest Money Deposit"). The Earnest Money Deposit is only refundable to the Purchaser in accordance with the terms and conditions of this Offer and the Earnest Money Deposit, shall be applied to the Purchase Price, if the sale is

consummated. Neither the Seller nor the Title Company shall be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.
10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

- A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have one hundred and eighty (180) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit C** and obtained such a Release from its Representatives. Purchaser shall indemnify, defend and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller's agents and employees.

- B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller, free



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

- C. At the expiration of the Inspection Period, there will be a two (2) one hundred and twenty (120) day extension periods available to Purchaser (each an "Extension Period"). At the commencement of the first Extension Period, and except as provided below, the Earnest Money Deposit, including the Additional Deposit(s) shall become non-refundable to Purchaser but shall be applied toward the Purchase Price in the event of Closing. In order to exercise the Extension Periods, prior to the expiration of the Inspection Period, or in the case of the second Extension Period, prior to the end of the first Extension Period, the Purchaser shall notify the Seller in writing and deposit an additional Ten Thousand and 00/100 Dollars (\$10,000.00) Additional Deposit with the Title Company in accordance with Paragraph 8 above. Once Purchaser elects to exercise the first Extension Period, Purchaser agrees to waive all contingencies enumerated in Paragraphs 10(A) and (B) above, except that Purchaser may solely use the first and/or second Extension Period in which to continue to pursue all necessary governmental approvals from the City of Westland or other governmental entities having jurisdiction over the Premises (hereinafter collectively referred to as the "Governmental Approvals"). Purchaser shall use its best efforts to obtain all necessary Governmental Approvals and agrees to commence the Governmental Approvals process and apply for all necessary Governmental Approvals within one hundred twenty (120) days of the Date of this Offer. As part of these Governmental Approvals, Purchaser agrees that it shall secure, at its sole cost and expense, all necessary site plans and other engineering drawings and documentation necessary for the Purchaser to submit to the City of Westland or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. In the event all Governmental Approvals have not been secured prior to the expiration of the first or second Extension Period, Seller and Purchaser agree that if the Purchaser does not obtain the Governmental Approvals within the Extension Periods after working in good faith to obtain the same, Purchaser may terminate this Offer and if terminated, Purchaser shall be entitled to a return of a portion of its Earnest Money Deposit paid as of the date of termination, except that Seller may retain up to \$10,000 of the Earnest Money Deposit to cover its cost relative to this Offer, this Offer shall be deemed null and

void, and Purchaser shall provide to Seller, free of charge, the Documents referenced in Paragraph 10(B) above. Purchaser and Seller acknowledge and agree upon entering into this Offer it is the expectation that the City of Westland will provide Brownfield funding, or other applicable funding, for the demolition of the Building and Purchaser would not enter into this Offer without said expectation.

D. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD AND THE EXTENSION PERIODS, IF ANY, EXPIRE PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPH 11 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES. THIS AS-IS WHEREAS PARAGRAPH SHALL SURVIVE CLOSING.

11. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings.
12. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within fifteen (15) days of the earlier of: 1) Purchaser's satisfaction of the conditions listed in Paragraph 10 of this Offer; or 2) Purchaser obtaining all requisite Governmental Approvals (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.
13. Purchaser shall indemnify, defend and hold Seller including its Board of Education (in their official and individual capacities), administrators, employees and agents, harmless from any claims, suits, damages, costs, injuries, losses and any expenses resulting and arising from and out of Purchaser's or its officers, directors, agents and/or employees'

occupancy, possession, use, evaluations and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

14. Purchaser acknowledges that it has retained the services of Rob Donovic of Platinum Real Estate in negotiating the sale of the Premises and Purchaser acknowledges its responsibility to pay Platinum Real Estate any and all fees associated with Platinum Real Estate's participation in this transaction. Purchaser further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Seller warrants and represents to Purchaser that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.
15. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding.
16. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."
17. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.
18. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
19. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Wayne County, Michigan.
20. Purchaser shall have the right to assign its rights hereunder to an entity to be formed; provided that, such entity to be formed shall be managed or controlled by Purchaser. In the event of such assignment, Purchaser shall notify Seller in writing and complete



such assignment no later than five (5) calendar days prior to the Closing, pursuant to the form of Assignment attached hereto as **Exhibit F**.

21. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties.
22. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.
23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the "Concept Plan"). The Concept Plan, subject to municipal approval, is an indication of what Purchaser intends to develop and may be only altered based on municipal feedback and requirements as well as reasonable value engineering. To ensure Purchaser's development of the Premises in accordance with the Concept Plan, Purchaser shall provide Seller with copies of any and all documents that it plans to submit to the City of Westland or any other governmental agency having jurisdiction over the Premises at least ten (10) days prior to such submission to allow Seller the opportunity to review such documents for compliance with this Paragraph and this Offer. These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit.
24. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

PURCHASER:
INFINITY HOMES & CO., LLC

By: _____

Its: CEO

Date: 04/28/2005

SELLER:
LIVONIA PUBLIC SCHOOLS

By: _____

Its: _____

Date: _____



EXHIBIT A

LEGAL DESCRIPTION

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

Part of the Southeast 1/4 of Section 3, Town 2 South, Range 9 East, described as: Beginning South 88 degrees 40 minutes 32 seconds West 1721.51 feet and South 02 degrees 02 minutes 40 seconds East 60 feet from East 1/4 corner of Section 3; thence South 88 degrees 40 minutes 32 seconds West 704.74 feet; thence South 01 degrees 17 minutes 18 seconds East 559.52 feet; thence South 58 degrees 18 minutes 04 seconds East 482.22 feet; thence North 20 degrees 42 minutes 32 seconds East 226.60 feet; thence North 43 degrees 18 minutes 38 seconds East 290.73 feet; thence North 29 degrees 57 minutes 20 seconds East 80 feet; thence North 02 degrees 02 minutes 40 seconds West 205 feet; thence South 88 degrees 40 minutes 32 seconds West 25 feet; thence North 02 degrees 02 minutes 40 seconds West 133 feet to point of beginning.

Sidwell No: 56-012-99-0017-001



EXHIBIT B

WARRANTY DEED

This Indenture made the _____ day of _____, 20____, between LIVONIA PUBLIC SCHOOLS (hereinafter called the "Grantor"), whose address is 15125 Farmington Road, Livonia, Michigan 48154, and INFINITY HOMES & CO., LLC., a Michigan limited liability corporation (hereinafter called "Grantee"), whose address is 42400 Grand River Avenue, Suite 112, Novi, Michigan 48375. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Westland, Wayne County, Michigan, described as:

10.33 +/- acres of vacant land located on the South side of Ann Arbor Trail, West of N. Merriman Road, Westland Michigan, Sidwell Number 56-012-99-0017-001, subject to survey (the "Premises"),

Together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of Two Hundred Thirty Five Thousand Dollars and 00/100 (\$235,000.00) Dollars paid to the Grantor.

Subject to:

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

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

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

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

**GRANTOR:
LIVONIA PUBLIC SCHOOLS**

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

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

_____, Notary Public
County, Michigan
Acting in _____ County
My commission expires:

This Instrument Drafted By:

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

When Recorded Return to:

Grantee

Recording Fee: _____

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

Sidwell Nos: 56-012-99-0017-001

EXHIBIT C

RELEASE AND HOLD HARMLESS

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

WITNESSES:



EXHIBIT D

PURCHASER'S CONCEPT PLAN

It is the Purchaser's intention to develop the site for single family residences.



EXHIBIT E
ESCROW AGREEMENT

No.: _____

First Centennial Title Agency Inc. of Mid-America
14891 Farmington Road, Suite 100
Livonia, Michigan 48154

Re:	“Seller”:	Livonia Public Schools
	“Purchaser”:	Infinity Homes & Co., LLC
	“Property”:	See Description in Attached Offer To Purchase Real Estate - Sidwell Number 56-012-99-0017-001

Deposited with you herewith are the following:

1. Check in the amount of \$12,000.00; and
2. Offer To Purchase Real Estate (“Offer”) dated _____, 2025 between the captioned Seller and Purchaser.

The Deposit represent the Earnest Money Deposit (“Deposit”) recited in the Offer. Pursuant to Paragraph 8 of the Offer, Purchaser may deposit additional monies with you, representing Additional Deposits as recited in the Offer.

The Offer recited above is hereby incorporated by reference. The Deposit(s) are to be held by you for delivery under the following terms and conditions:

You are authorized and directed to release the Deposit(s) in accordance with the terms of the Offer or any other written instructions signed by SELLER and PURCHASER and to accept Additional Deposits required to be paid by Purchaser under the Offer. It is understood and agreed that such written instructions shall clearly indicate the payee, method of delivery and amount.

In the event of a dispute as to the disposition of the Deposit(s) you are authorized and directed to follow one of the following courses of action, which action you shall take at your sole discretion:

1. You may hold the Deposit(s) until you are in receipt of either:
 - a. Written instructions signed by the SELLER and PURCHASER which shall direct and authorize the disposition of the Deposit(s).
 - b. An Order of a Court of Competent Jurisdiction which constitutes a final determination as to the disposition of the Deposit(s).

Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liabilities concerning the Deposit(s), it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming responsibility for the validity or authenticity of the subject matter of the Deposit(s).

In the event that your duties under this Escrow Agreement shall conflict with any provisions of the Offer, this Escrow Agreement shall control. The Earnest Money Deposit recited above shall be held by First Centennial Title Agency, Inc. of Mid-America.

In the event of litigation affecting your duties relating to these Deposit(s), we agree to reimburse you for any reasonable expenses incurred, including attorney fees.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

**PURCHASER:
INFINITY HOMES & CO., LLC**

By: _____

Its: _____

Date: _____

**SELLER:
LIVONIA PUBLIC SCHOOLS**

By: _____

Its: _____

Date: _____

We hereby accept the above escrow Deposit(s) under the terms and conditions therein set forth.

**FIRST CENTENNIAL TITLE AGENCY, INC.
OF MID- AMERICA**

By: _____

Its: _____

Date: _____



EXHIBIT F
ASSIGNMENT AND ASSUMPTION OF PURCHASER'S INTEREST IN OFFER TO
PURCHASE REAL ESTATE

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASER'S INTEREST IN OFFER TO PURCHASE REAL ESTATE ("Assignment") is made and entered into as of _____, 20____, by and between INFINITY HOMES & CO., on behalf of an entity to be formed, whose address is 42400 Grand River Ave., Suite 112, Novi, Michigan 48375 ("Assignor"), and _____, a Michigan limited liability company, a Michigan limited liability company, whose address is 42400 Grand River Ave., Suite 112, Novi, Michigan 48375 ("Assignee").

WITNESSETH:

WHEREAS, Assignor as purchaser, entered into a certain Offer To Purchase Real Estate with the Livonia Public Schools, dated _____, 20____ (the "Purchase Agreement"), to purchase a parcel of real property, as more fully described in the Purchase Agreement; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing, One Dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby convey, transfer, sell and assign to Assignee all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement, and Assignee does hereby assume from Assignor all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement, and agrees to be bound thereby.

ASSIGNOR:
INFINITY HOMES & CO., LLC

By: _____

Its: _____

Date: _____

_____, AS ASSIGNEE, HEREBY ACKNOWLEDGES AND ACCEPTS THE FOREGOING ASSIGNMENT OF THE PURCHASE AGREEMENT:

ASSIGNEE

_____,
LLC, a Michigan limited liability company

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT OF SELLER:

LIVONIA PUBLIC SCHOOLS hereby consents to the assignment by Assignor to Assignee of all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement and upon Closing, Assignor shall have no further liabilities or obligations under the Purchase Agreement.

**SELLER:
LIVONIA PUBLIC SCHOOLS**

By: _____

Its: _____

Date: _____

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 2025**

TOPIC: Approval of Resolution to Ratify the Sale of Bonds

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the attached resolution to ratify the sale of the third series of the 2021 voter approved bonds.

RATIONALE:

Approval will ratify the sale of the third series of bonds and ratifies and affirms the Superintendent's acceptance of the offer from JPMorgan for the purchase of the bond issues.

BUDGETARY INFORMATION:

None.

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Resolution to Ratify the Sale of Bonds.



U.S. MAIL ADDRESS
P.O. Box 2575, EAST LANSING, MI 48826-2575
PHONE: (517) 484-8000 FAX: (517) 484-0041

ALL OTHER SHIPPING
2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-6386

JEFFREY J. SOLES
MICHAEL D. GRESENS
CHRISTOPHER J. IAMARINO
RAYMOND M. DAVIS
MICHELE R. EADDY
KIRK C. HERALD

ROBERT A. DIETZEL
KATHERINE WOLF BROADDUS
DANIEL R. MARTIN
JENNIFER K. STARLIN
TIMOTHY T. GARDNER, JR.
IAN F. KOFFLER

FREDRIC G. HEIDEMANN
RYAN J. NICHOLSON
CRISTINA T. PATZELT
PHILIP G. CLARK
PIOTR M. MATUSIAK
JESSICA E. MCNAMARA

RYAN J. MURRAY
ERIN H. WALZ
MACKENZIE D. FLYNN
KATHRYN R. CHURCH
MARYJO D. BANASIK
CATHLEEN M. DOOLEY

AUSTIN M. DELANO
KELLY S. BOWMAN
BRIAN D. BAAKI
GORDON W. VANWIENEN, JR. (OF COUNSEL)
LISA L. SWEM (OF COUNSEL)
ROY H. HENLEY (OF COUNSEL)

IAN F. KOFFLER
(517) 374-8865
ikoffler@thrunlaw.com

May 15, 2025

Via UPS Next Day Air

Ms. Andrea Oquist
Superintendent
Livonia Public Schools School District
15125 Farmington Road
Livonia, Michigan 48154-5474

Re: \$36,165,000 2025 School Building and Site Bonds, Series III, Dated May 28, 2025

Dear Ms. Oquist:

Enclosed are the following:

1. The bonds, numbered 1-20, to be originally signed by the President and Secretary of the Board. **PLEASE DO NOT DATE THE BONDS.** The bonds must be forwarded to the Paying Agent, The Huntington National Bank, Attn: Corporate Trust, 2445 84th Street SW, Byron Center, Michigan 49315, Attention: Anne A. Burnside, by **OVERNIGHT COURIER SERVICE OR HAND DELIVERY**, for receipt by the Paying Agent **AT LEAST 4 BUSINESS DAYS PRIOR TO THE CLOSING DATE.**
2. Three copies of an Arbitrage Certificate to be signed by the President of the Board of Education and you.
3. Three copies of a Certificate of the District Regarding Covenants and Representations. This document must be signed by the President and Secretary of the Board of Education *and notarized by a notary public.*
4. Three copies of the Underwriter and Issuer Receipts to be signed by you. This receipt will not be released by us until such time as we have confirmed that all funds have been properly transferred to the proper accounts of the district.
5. Three copies of a Continuing Disclosure Agreement to be signed by you.
6. A copy of Form 8038-G Information Return for Tax-Exempt Governmental Obligations. Please verify Item 2, the Employer Identification Number, and sign the form.
7. Three copies of a ratifying resolution for consideration by the Board of Education at a regular meeting on May 19, 2025. If the meeting is *not* a regular meeting or the meeting date



Ms. Andrea Oquist
May 15, 2025
Page 2

changes, please contact me immediately. After adoption, retain one original resolution for your records and return the remaining originally signed resolutions to this office. If one or more board members will participate in the board meeting virtually due to military service, please contact me.

With the exception of the bonds, which must be forwarded to the Paying Agent per Paragraph 1, the above documents must be executed and returned to us in time to prepare transcripts for the closing. We therefore are requesting that you return these to us by express mail or hand delivery **for arrival by Wednesday, May 21, 2025**. The closing is scheduled for Wednesday, May 28, 2025. Please advise if any question arises as to timely return.

By copy of this letter, we are asking The Huntington National Bank to authenticate the bonds and hold them under DTC's F.A.S.T. delivery system.

Please call if you have any questions.

Very truly yours,

THRUN LAW FIRM, P.C.

By 

Ian F. Koffler

IFK/keh
Enclosures

cc: Alison Smith, Chief Financial Officer (via email)
The Huntington National Bank (via email, w/o enclosures)

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

A regular meeting of the board of education of the Issuer (the “Board”) was held in the _____, within the boundaries of the Issuer, on the 19th day of May, 2025, at _____ o’clock in the __.m. (the “Meeting”).

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. By resolution adopted on January 27, 2025 (the “Bond Resolution”), the Issuer authorized the issuance of not to exceed Thirty-Eight Million Dollars (\$38,000,000) 2025 School Building and Site Bonds, Series III (the “Bonds”); and

2. In the Bond Resolution, the Board authorized the sale of the Bonds and delegated authority to the Superintendent of Schools and/or the Chief Financial Officer (each an “Authorized Officer”) to accept the offer of J.P. Morgan Securities LLC (the “Underwriter”) to purchase the Bonds subject to parameters established in the Bond Resolution; and

3. Based upon information provided by the Issuer’s financial consulting firm, an Authorized Officer accepted an offer from the Underwriter to purchase the Bonds, and the Board desires to ratify and affirm the acceptance of the offer.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Authorized Officer’s acceptance of the offer as set forth in the bond purchase agreement dated May 13, 2025 (the “Bond Purchase Agreement”), and the terms and conditions set forth therein, presented to the Authorized Officer to purchase the Bonds at a purchase price of \$38,055,899.16, which is the par value of the Bonds, plus an original issue premium of \$2,029,626.65, less the Underwriter’s discount of \$138,727.49, is hereby ratified and affirmed. The Bonds shall be issued in the aggregate principal amount of \$36,165,000 and designated 2025 School Building and Site Bonds, Series III (General Obligation - Unlimited Tax). Because the Bonds are being issued at a premium and a portion of such premium is being deposited into the 2025 Capital Projects Fund, the Board hereby acknowledges that no voter authorization remains for any future bond issuance.

2. The Bonds shall be dated May 28, 2025, and shall mature on May 1 of the years 2026 to 2045, inclusive, on which interest is payable commencing November 1, 2025 and semi-annually thereafter on May 1 and November 1, at the rate and in the principal amounts set forth in Exhibit A and shall be subject to optional redemption as set forth herein. The Underwriter has agreed in the Bond Purchase Agreement that it shall initially offer the Bonds to the public at the yields set forth in Exhibit A hereto.

3. The Bonds or portions of Bonds in multiples of \$5,000, maturing on or after May 1, 2036, shall be subject to redemption prior to maturity, at the option of the Issuer in such order as the Issuer may determine and by lot within any maturity, on any date occurring on or after May 1, 2035, at par plus accrued interest to the redemption date.

4. Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the registered owner's or owners' registered address shown on the registration books kept by the Paying Agent (the "Paying Agent"). The Bonds shall be called for redemption in multiples of \$5,000, and Bonds of denominations of more than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000, and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the registered owner thereof.

If less than all of the Bonds of any maturity shall be called for redemption, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Any Bonds selected for redemption which are deemed to be paid in accordance with the provisions of the Bond Resolution and this resolution will cease to bear interest on the date fixed for redemption. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

5. Blank Bonds with the manual or facsimile signatures of the President and Secretary affixed thereto, shall, at the direction of bond counsel and as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

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

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond

so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

6. Upon delivery of the Bonds, the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the Bonds and the balance of the Bond proceeds shall be used as follows:

A. The approximate sum of \$170,000.00 shall be used to pay the costs of issuance of the Bonds, and any balance remaining from that sum after paying the costs of issuance shall be deposited in the 2025 Capital Projects Fund.

B. The sum of \$56,295.67 from the Bonds shall be used to purchase municipal bond insurance for the Bonds from Assured Guaranty Inc., New York, New York (the "Insurer").

C. The sum of \$37,829,603.49 shall be deposited to the 2025 Capital Projects Fund.

7. The Preliminary Official Statement, dated April 28, 2025, is deemed final for purposes of SEC Rule 15c2-12(b)(1), relating to the Bonds and its use and distribution by the Underwriter is hereby authorized, approved and confirmed.

8. An Authorized Officer is authorized and directed to execute and deliver the final Official Statement on behalf of the Issuer. An Authorized Officer is further authorized to approve, execute and deliver any amendments and supplements to the final Official Statement necessary to assure that the statements therein are true, as of the time the Bonds are delivered to the Underwriter, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements, in light of the circumstances under which they were made, not misleading. In the absence of an Authorized Officer, the President may execute the above documents.

9. The President and Secretary are authorized to execute a Certificate of the District Regarding Covenants and Representations which, in part, will enable the Underwriter to comply with Rule 15c2-12 under the Securities and Exchange Act of 1934 in connection with the offering and sale of the Bonds.

10. The Issuer hereby authorizes the purchase of municipal bond insurance from the Insurer. The cost of the insurance is hereby approved in the amount of \$56,295.67. The Insurance Commitment for the municipal bond insurance for the Bonds rendered by the Insurer, attached hereto as Exhibit B, is hereby accepted, and the President, the Vice President, or an Authorized Officer is hereby authorized to execute acceptance of the Insurance Commitment and the administration is authorized to provide the documents required by the Insurance Commitment.

11. The Issuer hereby ratifies and affirms the appointment of The Huntington National Bank, Grand Rapids, Michigan, as Paying Agent-Bond Registrar and directs an Authorized Officer to execute for and on behalf of the Issuer a Paying Agent-Bond Registrar Agreement.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

IFK/keh

EXHIBIT A

BOND PRICING

LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT
 COUNTY OF WAYNE, STATE OF MICHIGAN
 2025 SCHOOL BUILDING AND SITE BONDS, SERIES III
 (GENERAL OBLIGATION - UNLIMITED TAX)
 Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)	Takedown
Bond Component:										
	05/01/2026	4,445,000	5.000%	3.100%	101.716				76,276.20	2.750
	05/01/2027	5,000,000	5.000%	3.100%	103.521				176,050.00	2.750
	05/01/2028	6,120,000	5.000%	3.100%	105.271				322,585.20	2.750
	05/01/2029	810,000	5.000%	3.180%	106.663				53,970.30	2.750
	05/01/2030	855,000	5.000%	3.210%	108.091				69,178.05	2.750
	05/01/2031	890,000	5.000%	3.270%	109.247				82,298.30	2.750
	05/01/2032	935,000	5.000%	3.340%	110.184				95,220.40	2.750
	05/01/2033	980,000	5.000%	3.410%	110.957				107,378.60	2.750
	05/01/2034	1,005,000	5.000%	3.520%	111.248				113,042.40	2.750
	05/01/2035	1,065,000	5.000%	3.640%	111.241				119,716.65	2.750
	05/01/2036	1,115,000	5.000%	3.810%	109.755	C 3.895%	05/01/2035	100.000	108,768.25	2.750
	05/01/2037	1,175,000	5.000%	3.950%	108.549	C 4.087%	05/01/2035	100.000	100,450.75	2.750
	05/01/2038	1,230,000	5.000%	4.010%	108.037	C 4.188%	05/01/2035	100.000	98,855.10	2.750
	05/01/2039	1,290,000	5.000%	4.100%	107.274	C 4.300%	05/01/2035	100.000	93,834.60	2.750
	05/01/2040	1,390,000	5.000%	4.170%	106.686	C 4.385%	05/01/2035	100.000	92,935.40	2.750
	05/01/2041	1,455,000	5.000%	4.320%	105.438	C 4.517%	05/01/2035	100.000	79,122.90	2.750
	05/01/2042	1,525,000	5.000%	4.420%	104.615	C 4.604%	05/01/2035	100.000	70,378.75	2.750
	05/01/2043	1,600,000	5.000%	4.510%	103.882	C 4.677%	05/01/2035	100.000	62,112.00	2.750
	05/01/2044	1,640,000	5.000%	4.550%	103.558	C 4.713%	05/01/2035	100.000	58,351.20	2.750
	05/01/2045	1,640,000	5.000%	4.620%	102.994	C 4.765%	05/01/2035	100.000	49,101.60	2.750
									36,165,000	2,029,626.65

Dated Date	05/28/2025	
Delivery Date	05/28/2025	
First Coupon	11/01/2025	
Par Amount	36,165,000.00	
Premium	2,029,626.65	
Production	38,194,626.65	105.612130%
Underwriter's Discount	-138,727.49	-0.383596%
Purchase Price	38,055,899.16	105.228534%
Accrued Interest		
Net Proceeds	38,055,899.16	

EXHIBIT B



MUNICIPAL BOND INSURANCE COMMITMENT

ASSURED GUARANTY INC. ("AG") hereby commits to issue its Municipal Bond Insurance Policy (the "Policy") relating to whole maturities of the debt obligations described in Exhibit A attached hereto (the "Bonds"), subject to the terms and conditions set forth in this Municipal Bond Insurance Commitment, or added hereto (the "Commitment"). For the avoidance of doubt, each of the Exhibits attached hereto is an integrated part of this Commitment. To keep this Commitment in effect after the Expiration Date set forth in Exhibit A attached hereto, a request for renewal must be submitted to AG prior to such Expiration Date. AG reserves the right to refuse wholly or in part to grant a renewal.

THE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The disclosure document relating to the Bonds (the "Official Statement") shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.
2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof (the "Closing Date").
3. On the date hereof and on the Closing Date, there shall have been no material adverse change in or affecting the Issuer or the Bonds (including, without limitation, the security for the Bonds or the proposed debt service schedule of the Bonds), the Official Statement, the financing documents to be executed and delivered with respect to the Bonds, the legal opinions to be executed and delivered in connection with the issuance and sale of the Bonds, or any other information submitted to AG with respect to the referenced transaction, or the Bonds, from that previously delivered or otherwise communicated to AG.
4. The Bonds shall contain no reference to AG, the Policy or the insurance evidenced thereby except as may be approved by AG. BOND PROOFS SHALL HAVE BEEN APPROVED BY AG PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form provided by AG.
5. The Official Statement shall contain the language provided by AG and only such other references to AG or otherwise as AG shall supply or approve.
6. AG shall be provided with:
 - (a) Executed copies of all financing documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of disclosure and the opinion of counsel to the underwriter(s), shall be addressed to AG or accompanied by a letter of such counsel permitting AG to rely on such opinion as if such opinion were addressed to AG), including, without limitation, the approving opinion of bond counsel. Each of the foregoing shall be in form and substance acceptable to AG. Copies of all drafts of such documents prepared subsequent to the date of the Commitment (blacklined to reflect all revisions from previously reviewed drafts) shall be furnished to AG for review and approval. Final drafts of such documents shall be provided to AG at least three (3) business days prior to the issuance of the Policy, unless AG shall agree to some shorter period.
 - (b) Evidence of wire transfer in federal funds of an amount equal to the insurance premium, unless alternative arrangements for the payment of such amount acceptable to AG have been made prior to the delivery date of the Bonds. Payment of the insurance premium is a condition to release of the Policy by AG.

(c) S&P Global and Moody's Investors Service Inc , if applicable, will separately present bills for their respective fees relating to the Bonds. Payment of such bills by or on behalf of the Issuer should be made directly to such rating agency. Payment of the rating fee is not a condition to release of the Policy by AG.

7. Promptly after the closing of the Bonds, AG shall receive an electronic copy of the final closing transcript of proceedings.

**MUNICIPAL BOND INSURANCE COMMITMENT
TERM SHEET**

Issuer Livonia Public Schools School District, County of Wayne, State of Michigan

Principal Amount of Bonds Insured Not to exceed in the aggregate \$35,355,000

Name of Bonds Insured 2025 School Building and Site, Series III and Refunding Bonds (General Obligation - Unlimited Tax)

Date of Commitment April 25, 2025 Expiration Date Friday, June 27, 2025*

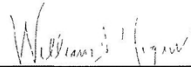
Premium 11% of total debt service on the Bonds Insured

Bond Counsel Opinion -- Language Requirements.

The approving opinion of Bond Counsel shall be substantially identical, in form and substance, to that set forth in Appendix D of the Preliminary Official Statement dated April 28, 2025

Additional Conditions None

ASSURED GUARANTY INC



Authorized Officer

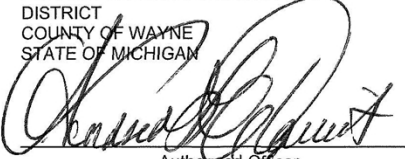
*To maintain the Commitment in effect until the Expiration Date, AG must receive a duplicate of this Exhibit A executed by an authorized officer of the Issuer on or before the date of pricing the Bonds. This Commitment may be delivered by the exchange of executed signature pages by email with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as the originally signed version of such signature page.

The undersigned, an authorized officer of the Issuer, agrees that (i) if the Bonds are insured by a policy of municipal bond insurance, such insurance shall be provided by AG in accordance with the terms of this Commitment, (ii) the Issuer has made its own independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its own judgment and upon advice from such legal and financial advisers as it has deemed necessary, (iii) AG has not made, and therefore the Issuer is not relying on, any recommendation from AG that the Issuer insure the Bonds or obtain the Policy, it being understood and agreed that communications from AG (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, any related insurance document or the documentation governing the Bonds do not constitute a recommendation to insure the Bonds or obtain the Policy, (iv) the Issuer acknowledges that AG has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, concerning its future financial strength or the rating of AG's financial strength by the rating agencies, (v) the Issuer acknowledges that the ratings of AG reflect only the views of the rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies, (vi) the Issuer understands that such ratings may not continue for any given time period and instead may change over time, including without limitation being placed under review for possible downgrade, revised downward, withdrawn entirely by the relevant rating agency if, in the judgment of such rating agency, circumstances so warrant, or withdrawn entirely by AG in its sole discretion, (vii) the Issuer acknowledges that AG undertakes no responsibility to bring to its attention, and shall have no liability for, the placement of a rating under review for possible downgrade or the downward revision or withdrawal of any rating obtained, and that any such

L:\Legal\MUNIS\STATES\MI\176154_C.doc

review for possible downgrade, downward revision or withdrawal may have an adverse effect on the Bonds, and (viii) the Issuer acknowledges that AG pays rating agencies to rate AG's financial strength, but that such payment is not in exchange for any specific rating or for a rating within any particular range. Notwithstanding anything to the contrary set forth herein, if all or a portion of the Bonds are insured by the Policy, the provisions set forth under subparagraphs (ii) through (viii) above shall survive the expiration or termination of this Commitment.

LIVONIA PUBLIC SCHOOLS SCHOOL
DISTRICT
COUNTY OF WAYNE
STATE OF MICHIGAN



Authorized Officer

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 2025**

TOPIC: **Approval of 2025-2026 Lease Renewals**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve lease agreements with Garfield Cooperative Preschool, Himawari Preschool, and Livonia Little Tots, effective July 1, 2025 through June 30, 2026, for a combined annual total amount of \$281,086.

RATIONALE:

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

BUDGETARY INFORMATION:

Annual total amount of \$281,086 into the General Fund.

RESOURCE PERSONNEL:

Phillip Francis, Assistant Superintendent of District Services

EXHIBITS:

Attached

PF/AS

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter “Lease”) is made and entered into this **first day of July 2025** (hereinafter “Effective Date”), by and between **LIVONIA PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (hereinafter referred to as “Landlord”) and **GARFIELD COOPERATIVE PRESCHOOL, INC.**, a Michigan preschool run as a cooperative, whose address is 10218 Arthur, Livonia, Michigan, 48150 (hereinafter referred to as “Tenant”).

WITNESSETH:

1. Leased Premises: In consideration of the rents, covenants and conditions contained herein, and as further defined in Paragraph 2 of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the school building known as Garfield Community School, located at 10218 Arthur, Livonia, Michigan 48150 (the “Leased Premises”).

2. Non-Exclusive Use of Leased Premises: During the Lease Term, Landlord and Tenant agree to Tenant’s use of the Leased Premises, as follows:

A. Joint use with Landlord and/or other Tenants

- Lobbies
- Hallways
- Parking Lot
- Restrooms
- Playground

B. Exclusive Use by Tenant

- Classrooms #36 and #37 – Consisting of approximately 1,700 square feet
- The lockers in the hall outside rooms #36 and #37
- Access to the play structure on premises

3. Term: The term of this Lease shall commence on the Effective Date (July 1, 2025) and terminate on June 30, 2026 (the “Lease Term”), unless extended pursuant to Paragraph 36 or terminated pursuant to Paragraph 37 hereof.

4. Rent: Tenant shall pay Landlord as annual rent for the Leased Premises during the Lease Term the sum of **Eighteen thousand, five hundred ninety-four Dollars and 00/100 (\$18,594.00)** at the rate of **One thousand, five hundred forty-nine Dollars and 50/100 (\$1,549.50)** per month (“Rent”). Tenant shall pay to Landlord the monthly amount specified

above for each month of the Lease Term, commencing the **Effective Date (July 1, 2025)**. Rent will be paid to the order of Landlord, in advance, without any setoffs or deductions, on the first day of each and every month (the "Rent Day") at Landlord's address set forth in the preface of this Lease, or at such other place as Landlord may designate in writing.

5. Use of Leased Premises: Tenant shall use and occupy the Leased Premises for the sole purpose of conducting a cooperatively run preschool and for no other purpose(s) without the prior written consent of Landlord. Tenant shall not do or permit to be done any act or thing upon the Leased Premises that will increase the cost of casualty and liability insurance above the insurance costs normally associated with Tenant's principal activities as herein described. Tenant shall not use the Leased Premises or permit the Leased Premises to be used for the doing of any act or thing that constitutes a violation of any valid law, order or regulation of any governmental authority. Tenant shall use and occupy the Leased Premises subject to all School District policies, procedures and regulations of Landlord. Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance and shall keep the Leased Premises under its control clean and free from rubbish and dirt at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, and Landlord has given Tenant ten (10) days prior notification of such situation, Landlord may enter upon the Leased Premises and have any said rubbish and dirt removed, in which event Tenant agrees to pay all reasonable charges that Landlord shall pay for hauling rubbish and dirt. Said charges shall be paid to Landlord by Tenant as soon as a bill is presented to Tenant and Landlord shall have the same remedy as is provided in this Lease in the event of Tenant's failure to pay.

6. Acceptance of the Leased Premises: Tenant acknowledges that it has examined the Leased Premises prior to the making of this Lease and knows the conditions thereof. Tenant further acknowledges that no representation as to the condition or state of repairs thereof have been made by Landlord or its agents which are not herein expressed. Tenant hereby accepts the Leased Premises in its present "AS IS" condition as of the Effective Date.

7. Alterations and Improvements: Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent, which consent is in Landlord's sole and absolute discretion.

8. Maintenance and Repairs: Landlord after receiving written notice from the Tenant, and having reasonable opportunity thereafter to obtain the necessary workmen therefore, agrees to keep the Leased Premises in good order and repair as reasonably required to keep the Leased Premises in its current condition, normal wear and tear excepted; provided, however, Tenant shall be responsible for all damage to the Leased Premises caused by the negligence or willful acts of the Tenant and the Tenant's agents, representatives, employees, invitees, licensees and/or students.

9. Utilities: Landlord shall pay for the cost of all utilities supplied to the Leased Premises during the Lease Term. Landlord shall not be responsible for any loss or interruption of utility services.

10. Janitorial Services: Landlord shall furnish, at its own expense, all janitorial services for the operation of the Leased Premises. However, in the event the Tenant's use of the Leased Premises shall render the Leased Premises with excessive dirt and rubbish, as determined in the sole discretion of Landlord, the Tenant hereby agrees to reimburse Landlord for the direct expense that Landlord incurs in providing janitorial services to remediate such condition, including salary and/or hourly wage of its employees or third-party contractors as well as any overtime expenses incurred and the cost of janitorial supplies.

11. Building Insurance: Landlord shall cause the building and its improvements to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils" in amounts acceptable to Landlord.

12. Tenant's Personal Property Insurance: Any personal property kept on the Leased Premises by Tenant shall be insured at Tenant's sole risk, and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall determine.

13. Tenant's General Liability Insurance: Tenant, at its sole cost and expense during the Lease Term, shall maintain and keep in effect commercial general liability insurance in an amount not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury to or death of one person, or not less than Three Million and 00/100 (\$3,000,000.00) Dollars for injury or death of more than one person, in any one accident or occurrence and umbrella coverage in an amount not less than Five Million and 00/100 (\$5,000,000.00) Dollars; and property damage insurance with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars. Such policy or policies shall include cross liability and severability of interests clauses, and be written on an occurrence, and not claims-made, basis. Each of these policies shall be endorsed to name Landlord as an additional insured. Any insurance carried by Landlord shall be non-contributing and Tenant's insurance shall be primary to any such insurance carried by Landlord. Such insurance obtained by Tenant shall be carried by an insurance company or companies licensed to do business in Michigan, and be on terms approved by Landlord. Duplicate original copies of said policies shall be delivered to Landlord. Tenant shall deliver to Landlord a certificate of insurance of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to Landlord.

14. Indemnification: Tenant shall indemnify, defend and hold harmless Landlord and its Board of Education, its Board members in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, injuries, losses, costs, expenses and damages, including actual attorney's fees and actual expert witness fees, arising out of or in connection with Tenant's its agents', representatives', employees', contractors', licensees' and invitees' use and occupancy of the Leased Premises, from the negligence of Tenant, its agents', representatives', employees', contractors', licensees' and invitees' and/or from Tenant's its agents', representatives', employees', contractors', licensees' and invitees' violation of any of the terms of this Lease. The indemnity obligations contained in

this Paragraph shall survive the expiration or earlier termination of this Lease and shall not be limited by Tenant's insurance obligations contained in this Lease.

15. Damage or Destruction - Fire or Other Cause: In the event of a partial destruction of the Leased Premises, the Landlord shall, as promptly as possible, unless Landlord shall elect not to rebuild, repair the same, provided such repairs can reasonably be made within ninety (90) days (or within such other period as Landlord and Tenant may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable laws, ordinances, and regulations. In such case, this Lease shall not be terminated, but the Rent shall be abated proportionately for such portion of said Leased Premises as are not reasonably usable during the period while repairs are being made. In the event that such repairs cannot reasonably be made within ninety (90) days' time (or such other period as Landlord and Tenant may agree upon), or in the event Landlord shall elect not to rebuild, repair the same, either party hereto at its option may terminate this Lease upon written notice to the other. In any event, the destruction of substantially all of the Leased Premises shall cause this Lease to automatically terminate, without the requirement of notice.

16. Environmental Warranty: Tenant represents, warrants and covenants to Landlord the following:

A. Tenant's use of the Leased Premises and its activities thereon shall comply with all "Environmental Laws," "Environmental Law(s)" means any federal, state or local law, statute, code, ordinance, regulation, rule, judgment, order, decree, injunction, permit or restriction or closure, post closure, or remediation plan approved by a government agency or entity, relating to the environment, waste, hazardous substances or hazardous materials and shall include without limitation, and as amended, the Asbestos Hazard Emergency Response Act, 15 USCS Sec. 2641 et seq., the Solid Waste Disposal Act, 42 U.S.C. Sec. 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. Sec 300 et seq., the Rivers and Harbors Act, 33 U.S.C. Sec. 401 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sec. 11001 et seq., the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq., and the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.). This definition is intended by the Parties to be amended as the applicable Environmental Laws are amended or enacted during the Lease Term.

B. Tenant shall not disturb, generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the Leased Premises. For purposes of this Lease, "Hazardous Substances" shall mean any substance or material regulated under any Environmental Law.

C. Tenant shall immediately and promptly notify Landlord of any disturbance, release, discharge, spill or emission of Hazardous Substances on, to or from the Leased Premises, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from

any governmental agency, department, bureau, office or other authority, or any third party involving violations of any Environmental Law with respect to the Leased Premises.

D. In addition to the above, Tenant shall not disturb any Asbestos or Suspect Asbestos at the Leased Premises without prior, written authorization from Landlord. The Asbestos Management Plan for the Leased Premises will be made available to Tenant, at Tenant's request, however, Tenant is responsible for all asbestos awareness or other training required of its employees, and for the sampling and confirmation for any area of the Leased Premises that will be disturbed by Tenant to confirm that there is no asbestos in compliance with all Environmental Laws.

17. Environmental Indemnification

A. Tenant hereby agrees to indemnify, defend and hold harmless Landlord, its successors, assigns, officers and members of its Board of Education and employees, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, injuries, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by Landlord as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances disturbed, generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Leased Premises, or violation of any Environmental Laws, from and after the date of this Lease; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Leased Premises; and (iv) compliance with, defense of, and response to any administrative notice, order, request or demand from any governmental entity or agency related to any Hazardous Substances on the Leased Premises or violation of any Environmental Laws.

B. Tenant's indemnification described above specifically includes, but is not limited to, the direct obligation of the Tenant to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Leased Premises.

18. Assignment and Subletting: Tenant shall not assign, or in any manner encumber this Lease, nor any part, right, or interest thereof, nor shall Tenant let or sublet or permit any part of the Leased Premises to be used or occupied by others for any reason whatsoever, without Landlord's advance written consent, which consent is discretionary in Landlord solely. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of Landlord shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises.

19. Default and Termination: If Tenant shall default in the payment of Rent when due and shall not cure such default within ten (10) days, or shall default in the performance of any other covenant of this Lease and shall not cure such default within fifteen (15) days after written notice from Landlord specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a fifteen (15) day period, and thereafter proceed diligently with the cure thereof) then in any such event Landlord may terminate this Lease at any time thereafter (before such default shall be cured) by giving written notice of the termination.

Upon termination of this Lease, Landlord may without further notice re-enter the Leased Premises and dispossess Tenant or any other occupant of the Leased Premises and remove its effects and hold the Leased Premises as if this Lease had not been made, saving and reserving to Landlord any other remedies which Landlord may have for the recovery of Rent or damages due or to become due by virtue of this Lease or the breach thereof by Tenant. Should Landlord at any time permit payments of Rent to be made after the time it is due, as stipulated herein, such delays shall not be construed as any waiver by Landlord of its right to have the Rent for said Leased Premises paid monthly in advance. Any failure at any time by either of the parties hereto to enforce any of the provisions of this Lease shall not be construed as a waiver of such provisions nor of such party's right to enforce the same upon any subsequent occasion or default.

20. Bankruptcy: If Tenant shall file a petition in voluntary bankruptcy or be voluntarily or involuntarily adjudicated bankrupt or insolvent, or shall make an offer of composition to its creditors, or shall make an assignment for the benefit of creditors, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, or if a receiver or trustee shall be appointed for Tenant or for all or a substantial part of the property of Tenant and Tenant is not released from such receiver or trustee within thirty (30) days after appointment, or if an order shall be entered approving the reorganization of Tenant or the readjustment of Tenant's debts or obligations under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, then any of such events shall be deemed to be a breach, default and anticipatory breach of this Lease. In any of such events and whenever and as often as any such failure, default, breach or anticipatory breach shall occur, the term hereof, at the option of Landlord, shall cease and determine and from thenceforth it shall be lawful for Landlord to re-enter into and repossess the Leased Premises situated thereon and Tenant and each and every occupant to remove and put out and to relet said Leased Premises for his own benefit; but reserving to Landlord all such rights as he may have for damages or otherwise because of said default, breach or anticipatory breach of Tenant.

21. Damages: In the event of the termination of this Lease under Paragraphs 19, 20 or any provisions of law by reason of Tenant's default hereunder, Tenant shall pay Landlord as damages sums equal to the Rent which would have been payable by Tenant had this Lease not so terminated, payable on the days specified in Paragraph 4, until the expiration of the full Lease Term hereby granted; provided, that Landlord shall have the duty to mitigate such damages by reletting all or any part of the Leased Premises during said period, and Landlord shall credit Tenant with the excess of the rents received from such reletting over the expenses of the termination of the Lease and of the reletting, excluding any redecoration costs.

22. Surrender of Leased Premises: Upon the expiration or earlier termination of the Lease Term, Tenant shall quit and surrender the Leased Premises to Landlord in good order and condition, ordinary wear and damage excepted; and Tenant shall remove all of its property and shall repair any damage to the Leased Premises or any of Landlord's property, real or personal, caused by such removal.

23. Mechanics' Liens: Tenant shall pay all costs for construction done by it or caused to be done by it on the Leased Premises as permitted by this Lease. Tenant shall keep the Leased Premises, its improvements, and the land of which the Leased Premises are a part, free and clear of all mechanics' liens resulting from construction done by or for Tenant.

24. Access to Leased Premises: Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the Leased Premises, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Leased Premises, performing any of its duties and obligations under the terms and conditions of this Lease or to enforce any of Landlord's rights or powers under this Lease. During such entry by Landlord, the Tenant may require that its representative be present, unless such entry is necessitated by the existence of an emergency situation requiring prompt attention by Landlord, or unless Tenant shall refuse such access after reasonable notice. Except in the case of an emergency, Landlord shall give Tenant twenty-four (24) hours advance notice as to the date and time of any proposed inspections, and Tenant shall be entitled to have an officer, director, or other employee of Tenant accompany Landlord during any such inspection. The Landlord may show the Leased Premises to prospective Tenants at any time during the last six (6) months of the Lease Term and during any period of default and/or extension of the Lease Term.

25. Compliance: Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Municipal, County, State, and Federal authorities affecting use of the Leased Premises with respect to the cleanliness, safety, occupation, and use of same.

26. Challenge: Landlord, although presently unaware of any such non-compliance, does not covenant that the Leased Premises are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Lease. Tenant shall obtain any and all licenses, approvals and/or permits required for its use, occupancy and operation of the Leased Premises and shall promptly comply with all governmental orders and directives related thereto, all at its sole cost and expense.

27. Holding Over: Any holding over by the Tenant after the expiration or termination of this Lease, without the consent of Landlord, shall be construed to be a tenancy from month to month and the Rent to be paid by Tenant shall be at an amount equal to 1.5 times the monthly Rent required to be paid by Tenant under Paragraph 4 hereof. Acceptance by Landlord of such payments after such expiration or termination shall not constitute a renewal of this Lease. This provision shall not operate as a waiver of Landlord's right to re-entry or any other right of

Landlord, and Tenant shall be a Tenant at sufferance only during the period of any such holding over without the consent of Landlord.

28. Taxes and Special Assessments: If the Leased Premises are placed on the tax assessment rolls based upon Tenant's usage, then any real estate taxes, personal property taxes and/or special assessments assessed or levied against the Leased Premises during the Lease Term shall be borne by Tenant as additional Rent.

29. No Waiver: The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing.

30. Notices: All notices regarding this Lease are to be in writing and delivered, or mailed by first class mail postage pre-paid, by one party to the other party at the party's respective address set forth in the preface of this Lease. Notices which are mailed shall be deemed to have been given as of the second business day following the date of mailing.

31. Heirs and Assigns: The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns, subject to the limitation on assignment as herein contained.

32. Vacation or Abandonment: In the event Tenant shall abandon or vacate the Leased Premises before the end of the term, Landlord shall have the right and duty to relet the Leased Premises for such rent and upon such terms as Landlord is able to obtain. In the event a sufficient sum is not realized by such reletting, to pay to Landlord the equivalent of the rents reserved to Landlord from Tenant under the provisions of this Lease, Tenant promises and agrees to pay to Landlord the amount of such deficiency each month during the balance of such term.

33. Condemnation: If any part of the Leased Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Landlord or the Tenant may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the Leased Premises, or damages awarded because of the taking, shall be payable to the sole property of the Landlord.

34. Quiet Enjoyment: Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions of Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Leased Premises for the full term hereof.

35. Policies/Regulations: Tenant, including its agents, representatives, employees, contractors, invitees, licensees and students shall at all times comply with all School District policies, procedures and regulations.

36. Extension: This Lease may be extended by mutual written consent of Landlord and Tenant for subsequent one (1) year terms. Said extension shall commence on July 1st of the year

of the extension and end the immediate following year on June 30th . If Tenant wishes to extend this Lease, Tenant shall give Landlord a minimum of thirty (30) days advance written notice of Tenant's intention to extend. Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost-of-living index for the previous twelve-month period. As used herein, the cost-of-living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.

37. Termination: This Lease may be terminated by Landlord at any time and for any reason upon ninety (90) days advanced written notice to Tenant.

38. Tenants in the Building. Landlord reserves the right to lease the non-exclusive portions of the Building to other tenants.

39. Security Deposit: Landlord and Tenant acknowledge that parties had a previous relationship under a prior lease document wherein Landlord was holding Tenant's security deposit in the amount of **\$1,000.00**. Since that former lease was terminated on the Effective Date of this Lease, the parties acknowledge that Landlord has transferred such security deposit and such deposit will now be held by Landlord and applicable as the security deposit under this Lease (the "Security Deposit"), as security for the performance by Tenant under this Lease. Upon an event of default, Landlord may apply or retain the whole or any part of the Security Deposit in satisfaction of damages incurred in connection with Tenant's default, whether the same may accrue before or after any legal proceedings are instituted by Landlord. Whenever the amount of the Security Deposit is diminished by Landlord's application, Tenant shall deposit additional money with Landlord sufficient to restore the security to the original amount. Landlord shall not be obligated to keep such Security Deposit as a separate fund but may commingle such Security Deposit with Landlord's own funds. In the event that Tenant shall fully comply with all the terms, covenants, conditions and agreements of this Lease, the security or any balance thereof shall be returned to Tenant following the expiration of this Lease. Tenant shall not be entitled to any interest on the security.

40. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Lease:

Time is of the essence of each provision of this Lease.

Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.

This Lease shall be construed and interpreted in accordance with the laws of the State of Michigan

This Lease contains all of the agreements of the parties and cannot be amended or modified except by a written agreement.

The captions of this Lease shall have no effect on its interpretation.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

WITNESSES:

**Asst. Superintendent
of District Services**

LANDLORD:

LIVONIA PUBLIC SCHOOLS

By: _____
Livonia Board of Education President

By: _____
Livonia Board of Education Secretary

WITNESSES:

TENANT:

GARFIELD CO-OP PRESCHOOL

By: _____
Garfield Co-op President

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter “Lease”) is made and entered into this **first day of July 2025** (hereinafter “Effective Date”), by and between **LIVONIA PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (hereinafter referred to as “Landlord”) and **HIMAWARI PRESCHOOL.**, a Michigan Japanese-English preschool, whose address is 36611 Curtis, Livonia, Michigan, 48152 (hereinafter referred to as “Tenant”).

WITNESSETH:

1. Leased Premises: In consideration of the rents, covenants and conditions contained herein, and as further defined in Paragraph 2 of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the school building known as Garfield Community School, located at 36611 Curtis, Livonia, Michigan, 48152 (the “Leased Premises”).

2. Non-Exclusive Use of Leased Premises: During the Lease Term, Landlord and Tenant agree to Tenant’s use of the Leased Premises, as follows:

A. Joint use with Landlord and/or other Tenants

- Lobbies
- Hallways
- Parking Lot
- Restrooms

B. Exclusive Use by Tenant

- Classrooms #18, #19 and #20 and one (1) office
- Total space consisting of approximately 2,559 square feet

3. Term: The term of this Lease shall commence on the Effective Date (July 1, 2025) and terminate on June 30, 2026 (the “Lease Term”), unless extended pursuant to Paragraph 36 or terminated pursuant to Paragraph 37 hereof.

4. Rent: Tenant shall pay Landlord as annual rent for the Leased Premises during the Lease Term the sum of **Forty-three thousand, five hundred seventy-two Dollars and 00/100 (\$43,572.00)** at the rate of **Three thousand, six hundred thirty-one Dollars and 00/100 (\$3,631.00)** per month (“Rent”). Tenant shall pay to Landlord the monthly amount specified above for each month of the Lease Term, commencing the **Effective Date (July 1, 2025)**. Rent will be paid to the order of Landlord, in advance, without any setoffs or deductions, on the first day of each and every month (the “Rent Day”) at Landlord’s address set forth in the preface of this Lease, or at such other place as Landlord may designate in writing.

5. Use of Leased Premises: Tenant shall use and occupy the Leased Premises for the sole purpose of conducting a preschool and for no other purpose(s) without the prior written consent of Landlord. Tenant shall not do or permit to be done any act or thing upon the Leased Premises that will increase the cost of casualty and liability insurance above the insurance costs normally associated with Tenant's principal activities as herein described. Tenant shall not use the Leased Premises or permit the Leased Premises to be used for the doing of any act or thing that constitutes a violation of any valid law, order or regulation of any governmental authority. Tenant shall use and occupy the Leased Premises subject to all School District policies, procedures and regulations of Landlord. Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance and shall keep the Leased Premises under its control clean and free from rubbish and dirt at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, and Landlord has given Tenant ten (10) days prior notification of such situation, Landlord may enter upon the Leased Premises and have any said rubbish and dirt removed, in which event Tenant agrees to pay all reasonable charges that Landlord shall pay for hauling rubbish and dirt. Said charges shall be paid to Landlord by Tenant as soon as a bill is presented to Tenant and Landlord shall have the same remedy as is provided in this Lease in the event of Tenant's failure to pay.

6. Acceptance of the Leased Premises: Tenant acknowledges that it has examined the Leased Premises prior to the making of this Lease and knows the conditions thereof. Tenant further acknowledges that no representation as to the condition or state of repairs thereof have been made by Landlord or its agents which are not herein expressed. Tenant hereby accepts the Leased Premises in its present "AS IS" condition as of the Effective Date.

7. Alterations and Improvements: Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent, which consent is in Landlord's sole and absolute discretion.

8. Maintenance and Repairs: Landlord after receiving written notice from the Tenant, and having reasonable opportunity thereafter to obtain the necessary workmen therefore, agrees to keep the Leased Premises in good order and repair as reasonably required to keep the Leased Premises in its current condition, normal wear and tear excepted; provided, however, Tenant shall be responsible for all damage to the Leased Premises caused by the negligence or willful acts of the Tenant and the Tenant's agents, representatives, employees, invitees, licensees and/or students.

9. Utilities: Landlord shall pay for the cost of all utilities supplied to the Leased Premises during the Lease Term. Landlord shall not be responsible for any loss or interruption of utility services.

10. Janitorial Services: Landlord shall furnish, at its own expense, all janitorial services for the operation of the Leased Premises. However, in the event the Tenant's use of the Leased Premises shall render the Leased Premises with excessive dirt and rubbish, as determined in the sole discretion of Landlord, the Tenant hereby agrees to reimburse Landlord for the direct expense that Landlord incurs in providing janitorial services to remediate such condition, including salary

and/or hourly wage of its employees or third-party contractors as well as any overtime expenses incurred and the cost of janitorial supplies.

11. Building Insurance: Landlord shall cause the building and its improvements to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including “additional perils” in amounts acceptable to Landlord.

12. Tenant’s Personal Property Insurance: Any personal property kept on the Leased Premises by Tenant shall be insured at Tenant’s sole risk, and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall determine.

13. Tenant’s General Liability Insurance: Tenant, at its sole cost and expense during the Lease Term, shall maintain and keep in effect commercial general liability insurance in an amount not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury to or death of one person, or not less than Three Million and 00/100 (\$3,000,000.00) Dollars for injury or death of more than one person, in any one accident or occurrence and umbrella coverage in an amount not less than Five Million and 00/100 (\$5,000,000.00) Dollars; and property damage insurance with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars. Such policy or policies shall include cross liability and severability of interests clauses, and be written on an occurrence, and not claims-made, basis. Each of these policies shall be endorsed to name Landlord as an additional insured. Any insurance carried by Landlord shall be non-contributing and Tenant’s insurance shall be primary to any such insurance carried by Landlord. Such insurance obtained by Tenant shall be carried by an insurance company or companies licensed to do business in Michigan, and be on terms approved by Landlord. Duplicate original copies of said policies shall be delivered to Landlord. Tenant shall deliver to Landlord a certificate of insurance of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to Landlord.

14. Indemnification: Tenant shall indemnify, defend and hold harmless Landlord and its Board of Education, its Board members in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, injuries, losses, costs, expenses and damages, including actual attorney’s fees and actual expert witness fees, arising out of or in connection with Tenant’s its agents’, representatives’, employees’, contractors’, licensees’ and invitees’ use and occupancy of the Leased Premises, from the negligence of Tenant, its agents’, representatives’, employees’, contractors’, licensees’ and invitees’ and/or from Tenant’s its agents’, representatives’, employees’, contractors’, licensees’ and invitees’ violation of any of the terms of this Lease. The indemnity obligations contained in this Paragraph shall survive the expiration or earlier termination of this Lease and shall not be limited by Tenant’s insurance obligations contained in this Lease.

15. Damage or Destruction - Fire or Other Cause: In the event of a partial destruction of the Leased Premises, the Landlord shall, as promptly as possible, unless Landlord shall elect not to rebuild, repair the same, provided such repairs can reasonably be made within ninety (90)

days (or within such other period as Landlord and Tenant may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable laws, ordinances, and regulations. In such case, this Lease shall not be terminated, but the Rent shall be abated proportionately for such portion of said Leased Premises as are not reasonably usable during the period while repairs are being made. In the event that such repairs cannot reasonably be made within ninety (90) days' time (or such other period as Landlord and Tenant may agree upon), or in the event Landlord shall elect not to rebuild, repair the same, either party hereto at its option may terminate this Lease upon written notice to the other. In any event, the destruction of substantially all of the Leased Premises shall cause this Lease to automatically terminate, without the requirement of notice.

16. Environmental Warranty: Tenant represents, warrants and covenants to Landlord the following:

A. Tenant's use of the Leased Premises and its activities thereon shall comply with all "Environmental Laws," "Environmental Law(s)" means any federal, state or local law, statute, code, ordinance, regulation, rule, judgment, order, decree, injunction, permit or restriction or closure, post closure, or remediation plan approved by a government agency or entity, relating to the environment, waste, hazardous substances or hazardous materials and shall include without limitation, and as amended, the Asbestos Hazard Emergency Response Act, 15 USCS Sec. 2641 et seq., the Solid Waste Disposal Act, 42 U.S.C. Sec. 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. Sec 300 et seq., the Rivers and Harbors Act, 33 U.S.C. Sec. 401 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sec. 11001 et seq., the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq., and the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.). This definition is intended by the Parties to be amended as the applicable Environmental Laws are amended or enacted during the Lease Term.

B. Tenant shall not disturb, generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the Leased Premises. For purposes of this Lease, "Hazardous Substances" shall mean any substance or material regulated under any Environmental Law.

C. Tenant shall immediately and promptly notify Landlord of any disturbance, release, discharge, spill or emission of Hazardous Substances on, to or from the Leased Premises, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of any Environmental Law with respect to the Leased Premises.

D. In addition to the above, Tenant shall not disturb any Asbestos or Suspect Asbestos at the Leased Premises without prior, written authorization from Landlord. The Asbestos Management Plan for the Leased Premises will be made available to Tenant, at Tenant's request,

however, Tenant is responsible for all asbestos awareness or other training required of its employees, and for the sampling and confirmation for any area of the Leased Premises that will be disturbed by Tenant to confirm that there is no asbestos in compliance with all Environmental Laws.

17. Environmental Indemnification

A. Tenant hereby agrees to indemnify, defend and hold harmless Landlord, its successors, assigns, officers and members of its Board of Education and employees, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, injuries, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by Landlord as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances disturbed, generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Leased Premises, or violation of any Environmental Laws, from and after the date of this Lease; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Leased Premises; and (iv) compliance with, defense of, and response to any administrative notice, order, request or demand from any governmental entity or agency related to any Hazardous Substances on the Leased Premises or violation of any Environmental Laws.

B. Tenant's indemnification described above specifically includes, but is not limited to, the direct obligation of the Tenant to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Leased Premises.

18. Assignment and Subletting: Tenant shall not assign, or in any manner encumber this Lease, nor any part, right, or interest thereof, nor shall Tenant let or sublet or permit any part of the Leased Premises to be used or occupied by others for any reason whatsoever, without Landlord's advance written consent, which consent is discretionary in Landlord solely. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of Landlord shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises.

19. Default and Termination: If Tenant shall default in the payment of Rent when due and shall not cure such default within ten (10) days, or shall default in the performance of any other covenant of this Lease and shall not cure such default within fifteen (15) days after written notice from Landlord specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a fifteen (15) day period, and thereafter proceed diligently with the cure thereof) then in any such event Landlord may terminate this Lease at any time thereafter (before such default shall be cured) by giving written notice of the termination.

Upon termination of this Lease, Landlord may without further notice re-enter the Leased Premises and dispossess Tenant or any other occupant of the Leased Premises and remove its effects and hold the Leased Premises as if this Lease had not been made, saving and reserving to Landlord any other remedies which Landlord may have for the recovery of Rent or damages due or to become due by virtue of this Lease or the breach thereof by Tenant. Should Landlord at any time permit payments of Rent to be made after the time it is due, as stipulated herein, such delays shall not be construed as any waiver by Landlord of its right to have the Rent for said Leased Premises paid monthly in advance. Any failure at any time by either of the parties hereto to enforce any of the provisions of this Lease shall not be construed as a waiver of such provisions nor of such party's right to enforce the same upon any subsequent occasion or default.

20. Bankruptcy: If Tenant shall file a petition in voluntary bankruptcy or be voluntarily or involuntarily adjudicated bankrupt or insolvent, or shall make an offer of composition to its creditors, or shall make an assignment for the benefit of creditors, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, or if a receiver or trustee shall be appointed for Tenant or for all or a substantial part of the property of Tenant and Tenant is not released from such receiver or trustee within thirty (30) days after appointment, or if an order shall be entered approving the reorganization of Tenant or the readjustment of Tenant's debts or obligations under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, then any of such events shall be deemed to be a breach, default and anticipatory breach of this Lease. In any of such events and whenever and as often as any such failure, default, breach or anticipatory breach shall occur, the term hereof, at the option of Landlord, shall cease and determine and from thenceforth it shall be lawful for Landlord to re-enter into and repossess the Leased Premises situated thereon and Tenant and each and every occupant to remove and put out and to relet said Leased Premises for his own benefit; but reserving to Landlord all such rights as he may have for damages or otherwise because of said default, breach or anticipatory breach of Tenant.

21. Damages: In the event of the termination of this Lease under Paragraphs 19, 20 or any provisions of law by reason of Tenant's default hereunder, Tenant shall pay Landlord as damages sums equal to the Rent which would have been payable by Tenant had this Lease not so terminated, payable on the days specified in Paragraph 4, until the expiration of the full Lease Term hereby granted; provided, that Landlord shall have the duty to mitigate such damages by reletting all or any part of the Leased Premises during said period, and Landlord shall credit Tenant with the excess of the rents received from such reletting over the expenses of the termination of the Lease and of the reletting, excluding any redecoration costs.

22. Surrender of Leased Premises: Upon the expiration or earlier termination of the Lease Term, Tenant shall quit and surrender the Leased Premises to Landlord in good order and condition, ordinary wear and damage excepted; and Tenant shall remove all of its property and shall repair any damage to the Leased Premises or any of Landlord's property, real or personal, caused by such removal.

23. Mechanics' Liens: Tenant shall pay all costs for construction done by it or caused to be done by it on the Leased Premises as permitted by this Lease. Tenant shall keep the Leased Premises, its improvements, and the land of which the Leased Premises are a part, free and clear of all mechanics' liens resulting from construction done by or for Tenant.

24. Access to Leased Premises: Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the Leased Premises, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Leased Premises, performing any of its duties and obligations under the terms and conditions of this Lease or to enforce any of Landlord's rights or powers under this Lease. During such entry by Landlord, the Tenant may require that its representative be present, unless such entry is necessitated by the existence of an emergency situation requiring prompt attention by Landlord, or unless Tenant shall refuse such access after reasonable notice. Except in the case of an emergency, Landlord shall give Tenant twenty-four (24) hours advance notice as to the date and time of any proposed inspections, and Tenant shall be entitled to have an officer, director, or other employee of Tenant accompany Landlord during any such inspection. The Landlord may show the Leased Premises to prospective Tenants at any time during the last six (6) months of the Lease Term and during any period of default and/or extension of the Lease Term.

25. Compliance: Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Municipal, County, State, and Federal authorities affecting use of the Leased Premises with respect to the cleanliness, safety, occupation, and use of same.

26. Challenge: Landlord, although presently unaware of any such non-compliance, does not covenant that the Leased Premises are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Lease. Tenant shall obtain any and all licenses, approvals and/or permits required for its use, occupancy and operation of the Leased Premises and shall promptly comply with all governmental orders and directives related thereto, all at its sole cost and expense.

27. Holding Over: Any holding over by the Tenant after the expiration or termination of this Lease, without the consent of Landlord, shall be construed to be a tenancy from month to month and the Rent to be paid by Tenant shall be at an amount equal to 1.5 times the monthly Rent required to be paid by Tenant under Paragraph 4 hereof. Acceptance by Landlord of such payments after such expiration or termination shall not constitute a renewal of this Lease. This provision shall not operate as a waiver of Landlord's right to re-entry or any other right of Landlord, and Tenant shall be a Tenant at sufferance only during the period of any such holding over without the consent of Landlord.

28. Taxes and Special Assessments: If the Leased Premises are placed on the tax assessment rolls based upon Tenant's usage, then any real estate taxes, personal property taxes

and/or special assessments assessed or levied against the Leased Premises during the Lease Term shall be borne by Tenant as additional Rent.

29. No Waiver: The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing.

30. Notices: All notices regarding this Lease are to be in writing and delivered, or mailed by first class mail postage pre-paid, by one party to the other party at the party's respective address set forth in the preface of this Lease. Notices which are mailed shall be deemed to have been given as of the second business day following the date of mailing.

31. Heirs and Assigns: The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns, subject to the limitation on assignment as herein contained.

32. Vacation or Abandonment: In the event Tenant shall abandon or vacate the Leased Premises before the end of the term, Landlord shall have the right and duty to relet the Leased Premises for such rent and upon such terms as Landlord is able to obtain. In the event a sufficient sum is not realized by such reletting, to pay to Landlord the equivalent of the rents reserved to Landlord from Tenant under the provisions of this Lease, Tenant promises and agrees to pay to Landlord the amount of such deficiency each month during the balance of such term.

33. Condemnation: If any part of the Leased Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Landlord or the Tenant may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the Leased Premises, or damages awarded because of the taking, shall be payable to the sole property of the Landlord.

34. Quiet Enjoyment: Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions of Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Leased Premises for the full term hereof.

35. Policies/Regulations: Tenant, including its agents, representatives, employees, contractors, invitees, licensees and students shall at all times comply with all School District policies, procedures and regulations.

36. Extension: This Lease may be extended by mutual written consent of Landlord and Tenant for subsequent one (1) year terms. Said extension shall commence on July 1st of the year of the extension and end the immediate following year on June 30th. If Tenant wishes to extend this Lease, Tenant shall give Landlord a minimum of thirty (30) days advance written notice of Tenant's intention to extend. Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall

increase at a rate consistent with the percentage increase in the cost-of-living index for the previous twelve-month period. As used herein, the cost-of-living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.

37. Termination: This Lease may be terminated by Landlord at any time and for any reason upon ninety (90) days advanced written notice to Tenant.

38. Tenants in the Building. Landlord reserves the right to lease the non-exclusive portions of the Building to other tenants.

39. Security Deposit: Landlord and Tenant acknowledge that parties had a previous relationship under a prior lease document wherein Landlord was holding Tenant's security deposit in the amount of **\$1,000.00**. Since that former lease was terminated on the Effective Date of this Lease, the parties acknowledge that Landlord has transferred such security deposit and such deposit will now be held by Landlord and applicable as the security deposit under this Lease (the "Security Deposit"), as security for the performance by Tenant under this Lease. Upon an event of default, Landlord may apply or retain the whole or any part of the Security Deposit in satisfaction of damages incurred in connection with Tenant's default, whether the same may accrue before or after any legal proceedings are instituted by Landlord. Whenever the amount of the Security Deposit is diminished by Landlord's application, Tenant shall deposit additional money with Landlord sufficient to restore the security to the original amount. Landlord shall not be obligated to keep such Security Deposit as a separate fund but may commingle such Security Deposit with Landlord's own funds. In the event that Tenant shall fully comply with all the terms, covenants, conditions and agreements of this Lease, the security or any balance thereof shall be returned to Tenant following the expiration of this Lease. Tenant shall not be entitled to any interest on the security.

40. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Lease:

Time is of the essence of each provision of this Lease.

Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.

This Lease shall be construed and interpreted in accordance with the laws of the State of Michigan

This Lease contains all of the agreements of the parties and cannot be amended or modified except by a written agreement.

The captions of this Lease shall have no effect on its interpretation.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

WITNESSES:

LANDLORD:

LIVONIA PUBLIC SCHOOLS

**Asst. Superintendent
of District Services**

By: _____
Livonia Board of Education President

By: _____
Livonia Board of Education Secretary

WITNESSES:

TENANT:

HIMAWARI PRESCHOOL

By: _____
**TED DELPHIA
HIMAWARI PRESCHOOL**

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter “Lease”) is made and entered into this **first day of July 2025** (hereinafter “Effective Date”), by and between **LIVONIA PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (hereinafter referred to as “Landlord”) and **LIVONIA LITTLE TOTS DAY NURSERY.**, a Michigan daycare/nursery, whose address is 34633 Munger, Livonia, MI 48154 with mailing address of 18383 Glengarry Dr., Livonia, Michigan, 48152 (hereinafter referred to as “Tenant”).

WITNESSETH:

1. Leased Premises: In consideration of the rents, covenants and conditions contained herein, and as further defined in Paragraph 2 of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the school building known as Livonia Little Tots Day Nursery, located at 34633 Munger, Livonia, MI 48154 (the “Leased Premises”).

2. Non-Exclusive Use of Leased Premises: During the Lease Term, Landlord and Tenant agree to Tenant’s use of the Leased Premises, as follows:

A. Joint use with Landlord and/or other Tenants

- Lobbies
- Hallways
- Parking Lot
- Restrooms
- Playground

B. Exclusive Use by Tenant

- Classrooms #12-24
- Main Office
- Teacher Lounge
- LMC (portion approximately 7,000 square feet)
- Kitchen with Storage Room
- Total lease space is 19,600 square feet

3. Term: The term of this Lease shall commence on the Effective Date (July 1, 2025) and terminate on June 30, 2026 (the “Lease Term”), unless extended pursuant to Paragraph 36 or terminated pursuant to Paragraph 37 hereof.

4. Rent: Tenant shall pay Landlord as annual rent for the Leased Premises during the Lease Term the sum of **Two hundred eighteen thousand, nine hundred twenty Dollars and 00/100 (\$218,920.00)** at the rate of **Eighteen thousand, two hundred forty-three Dollars and**

30/100 (\$18,243.30) per month (“Rent”). Tenant shall pay to Landlord the monthly amount specified above for each month of the Lease Term, commencing the **Effective Date (July 1, 2025)**. Rent will be paid to the order of Landlord, in advance, without any setoffs or deductions, on the first day of each and every month (the “Rent Day”) at Landlord’s address set forth in the preface of this Lease, or at such other place as Landlord may designate in writing.

5. Use of Leased Premises: Tenant shall use and occupy the Leased Premises for the sole purpose of conducting a day nursery (daycare) and for no other purpose(s) without the prior written consent of Landlord. Tenant shall not do or permit to be done any act or thing upon the Leased Premises that will increase the cost of casualty and liability insurance above the insurance costs normally associated with Tenant’s principal activities as herein described. Tenant shall not use the Leased Premises or permit the Leased Premises to be used for the doing of any act or thing that constitutes a violation of any valid law, order or regulation of any governmental authority. Tenant shall use and occupy the Leased Premises subject to all School District policies, procedures and regulations of Landlord. Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance and shall keep the Leased Premises under its control clean and free from rubbish and dirt at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, and Landlord has given Tenant ten (10) days prior notification of such situation, Landlord may enter upon the Leased Premises and have any said rubbish and dirt removed, in which event Tenant agrees to pay all reasonable charges that Landlord shall pay for hauling rubbish and dirt. Said charges shall be paid to Landlord by Tenant as soon as a bill is presented to Tenant and Landlord shall have the same remedy as is provided in this Lease in the event of Tenant’s failure to pay.

6. Acceptance of the Leased Premises: Tenant acknowledges that it has examined the Leased Premises prior to the making of this Lease and knows the conditions thereof. Tenant further acknowledges that no representation as to the condition or state of repairs thereof have been made by Landlord or its agents which are not herein expressed. Tenant hereby accepts the Leased Premises in its present “AS IS” condition as of the Effective Date.

7. Alterations and Improvements: Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord’s prior written consent, which consent is in Landlord’s sole and absolute discretion.

8. Maintenance and Repairs: Landlord after receiving written notice from the Tenant, and having reasonable opportunity thereafter to obtain the necessary workmen therefore, agrees to keep the Leased Premises in good order and repair as reasonably required to keep the Leased Premises in its current condition, normal wear and tear excepted; provided, however, Tenant shall be responsible for all damage to the Leased Premises caused by the negligence or willful acts of the Tenant and the Tenant’s agents, representatives, employees, invitees, licensees and/or students.

9. Utilities: Landlord shall pay for the cost of all utilities supplied to the Leased Premises during the Lease Term. Landlord shall not be responsible for any loss or interruption of utility services.

10. Janitorial Services: Landlord shall furnish, at its own expense, all janitorial services for the operation of the Leased Premises. However, in the event the Tenant's use of the Leased Premises shall render the Leased Premises with excessive dirt and rubbish, as determined in the sole discretion of Landlord, the Tenant hereby agrees to reimburse Landlord for the direct expense that Landlord incurs in providing janitorial services to remediate such condition, including salary and/or hourly wage of its employees or third-party contractors as well as any overtime expenses incurred and the cost of janitorial supplies.

11. Building Insurance: Landlord shall cause the building and its improvements to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils" in amounts acceptable to Landlord.

12. Tenant's Personal Property Insurance: Any personal property kept on the Leased Premises by Tenant shall be insured at Tenant's sole risk, and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall determine.

13. Tenant's General Liability Insurance: Tenant, at its sole cost and expense during the Lease Term, shall maintain and keep in effect commercial general liability insurance in an amount not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury to or death of one person, or not less than Three Million and 00/100 (\$3,000,000.00) Dollars for injury or death of more than one person, in any one accident or occurrence and umbrella coverage in an amount not less than Five Million and 00/100 (\$5,000,000.00) Dollars; and property damage insurance with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars. Such policy or policies shall include cross liability and severability of interests clauses, and be written on an occurrence, and not claims-made, basis. Each of these policies shall be endorsed to name Landlord as an additional insured. Any insurance carried by Landlord shall be non-contributing and Tenant's insurance shall be primary to any such insurance carried by Landlord. Such insurance obtained by Tenant shall be carried by an insurance company or companies licensed to do business in Michigan, and be on terms approved by Landlord. Duplicate original copies of said policies shall be delivered to Landlord. Tenant shall deliver to Landlord a certificate of insurance of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to Landlord.

14. Indemnification: Tenant shall indemnify, defend and hold harmless Landlord and its Board of Education, its Board members in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, injuries, losses, costs, expenses and damages, including actual attorney's fees and actual expert witness fees, arising out of or in connection with Tenant's its agents', representatives', employees', contractors', licensees' and invitees' use and occupancy of the Leased Premises, from the negligence of Tenant, its agents', representatives', employees', contractors', licensees' and invitees' and/or from Tenant's its agents', representatives', employees', contractors', licensees' and invitees' violation of any of the terms of this Lease. The indemnity obligations contained in

this Paragraph shall survive the expiration or earlier termination of this Lease and shall not be limited by Tenant's insurance obligations contained in this Lease.

15. Damage or Destruction - Fire or Other Cause: In the event of a partial destruction of the Leased Premises, the Landlord shall, as promptly as possible, unless Landlord shall elect not to rebuild, repair the same, provided such repairs can reasonably be made within ninety (90) days (or within such other period as Landlord and Tenant may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable laws, ordinances, and regulations. In such case, this Lease shall not be terminated, but the Rent shall be abated proportionately for such portion of said Leased Premises as are not reasonably usable during the period while repairs are being made. In the event that such repairs cannot reasonably be made within ninety (90) days' time (or such other period as Landlord and Tenant may agree upon), or in the event Landlord shall elect not to rebuild, repair the same, either party hereto at its option may terminate this Lease upon written notice to the other. In any event, the destruction of substantially all of the Leased Premises shall cause this Lease to automatically terminate, without the requirement of notice.

16. Environmental Warranty: Tenant represents, warrants and covenants to Landlord the following:

A. Tenant's use of the Leased Premises and its activities thereon shall comply with all "Environmental Laws," "Environmental Law(s)" means any federal, state or local law, statute, code, ordinance, regulation, rule, judgment, order, decree, injunction, permit or restriction or closure, post closure, or remediation plan approved by a government agency or entity, relating to the environment, waste, hazardous substances or hazardous materials and shall include without limitation, and as amended, the Asbestos Hazard Emergency Response Act, 15 USCS Sec. 2641 et seq., the Solid Waste Disposal Act, 42 U.S.C. Sec. 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. Sec 300 et seq., the Rivers and Harbors Act, 33 U.S.C. Sec. 401 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sec. 11001 et seq., the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq., and the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.). This definition is intended by the Parties to be amended as the applicable Environmental Laws are amended or enacted during the Lease Term.

B. Tenant shall not disturb, generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the Leased Premises. For purposes of this Lease, "Hazardous Substances" shall mean any substance or material regulated under any Environmental Law.

C. Tenant shall immediately and promptly notify Landlord of any disturbance, release, discharge, spill or emission of Hazardous Substances on, to or from the Leased Premises, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from

any governmental agency, department, bureau, office or other authority, or any third party involving violations of any Environmental Law with respect to the Leased Premises.

D. In addition to the above, Tenant shall not disturb any Asbestos or Suspect Asbestos at the Leased Premises without prior, written authorization from Landlord. The Asbestos Management Plan for the Leased Premises will be made available to Tenant, at Tenant's request, however, Tenant is responsible for all asbestos awareness or other training required of its employees, and for the sampling and confirmation for any area of the Leased Premises that will be disturbed by Tenant to confirm that there is no asbestos in compliance with all Environmental Laws.

17. Environmental Indemnification

A. Tenant hereby agrees to indemnify, defend and hold harmless Landlord, its successors, assigns, officers and members of its Board of Education and employees, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, injuries, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by Landlord as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances disturbed, generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Leased Premises, or violation of any Environmental Laws, from and after the date of this Lease; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Leased Premises; and (iv) compliance with, defense of, and response to any administrative notice, order, request or demand from any governmental entity or agency related to any Hazardous Substances on the Leased Premises or violation of any Environmental Laws.

B. Tenant's indemnification described above specifically includes, but is not limited to, the direct obligation of the Tenant to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Leased Premises.

18. Assignment and Subletting: Tenant shall not assign, or in any manner encumber this Lease, nor any part, right, or interest thereof, nor shall Tenant let or sublet or permit any part of the Leased Premises to be used or occupied by others for any reason whatsoever, without Landlord's advance written consent, which consent is discretionary in Landlord solely. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of Landlord shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises.

19. Default and Termination: If Tenant shall default in the payment of Rent when due and shall not cure such default within ten (10) days, or shall default in the performance of any other covenant of this Lease and shall not cure such default within fifteen (15) days after written notice from Landlord specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a fifteen (15) day period, and thereafter proceed diligently with the cure thereof) then in any such event Landlord may terminate this Lease at any time thereafter (before such default shall be cured) by giving written notice of the termination.

Upon termination of this Lease, Landlord may without further notice re-enter the Leased Premises and dispossess Tenant or any other occupant of the Leased Premises and remove its effects and hold the Leased Premises as if this Lease had not been made, saving and reserving to Landlord any other remedies which Landlord may have for the recovery of Rent or damages due or to become due by virtue of this Lease or the breach thereof by Tenant. Should Landlord at any time permit payments of Rent to be made after the time it is due, as stipulated herein, such delays shall not be construed as any waiver by Landlord of its right to have the Rent for said Leased Premises paid monthly in advance. Any failure at any time by either of the parties hereto to enforce any of the provisions of this Lease shall not be construed as a waiver of such provisions nor of such party's right to enforce the same upon any subsequent occasion or default.

20. Bankruptcy: If Tenant shall file a petition in voluntary bankruptcy or be voluntarily or involuntarily adjudicated bankrupt or insolvent, or shall make an offer of composition to its creditors, or shall make an assignment for the benefit of creditors, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, or if a receiver or trustee shall be appointed for Tenant or for all or a substantial part of the property of Tenant and Tenant is not released from such receiver or trustee within thirty (30) days after appointment, or if an order shall be entered approving the reorganization of Tenant or the readjustment of Tenant's debts or obligations under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, then any of such events shall be deemed to be a breach, default and anticipatory breach of this Lease. In any of such events and whenever and as often as any such failure, default, breach or anticipatory breach shall occur, the term hereof, at the option of Landlord, shall cease and determine and from thenceforth it shall be lawful for Landlord to re-enter into and repossess the Leased Premises situated thereon and Tenant and each and every occupant to remove and put out and to relet said Leased Premises for his own benefit; but reserving to Landlord all such rights as he may have for damages or otherwise because of said default, breach or anticipatory breach of Tenant.

21. Damages: In the event of the termination of this Lease under Paragraphs 19, 20 or any provisions of law by reason of Tenant's default hereunder, Tenant shall pay Landlord as damages sums equal to the Rent which would have been payable by Tenant had this Lease not so terminated, payable on the days specified in Paragraph 4, until the expiration of the full Lease Term hereby granted; provided, that Landlord shall have the duty to mitigate such damages by reletting all or any part of the Leased Premises during said period, and Landlord shall credit Tenant with the excess of the rents received from such reletting over the expenses of the termination of the Lease and of the reletting, excluding any redecoration costs.

22. Surrender of Leased Premises: Upon the expiration or earlier termination of the Lease Term, Tenant shall quit and surrender the Leased Premises to Landlord in good order and condition, ordinary wear and damage excepted; and Tenant shall remove all of its property and shall repair any damage to the Leased Premises or any of Landlord's property, real or personal, caused by such removal.

23. Mechanics' Liens: Tenant shall pay all costs for construction done by it or caused to be done by it on the Leased Premises as permitted by this Lease. Tenant shall keep the Leased Premises, its improvements, and the land of which the Leased Premises are a part, free and clear of all mechanics' liens resulting from construction done by or for Tenant.

24. Access to Leased Premises: Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the Leased Premises, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Leased Premises, performing any of its duties and obligations under the terms and conditions of this Lease or to enforce any of Landlord's rights or powers under this Lease. During such entry by Landlord, the Tenant may require that its representative be present, unless such entry is necessitated by the existence of an emergency situation requiring prompt attention by Landlord, or unless Tenant shall refuse such access after reasonable notice. Except in the case of an emergency, Landlord shall give Tenant twenty-four (24) hours advance notice as to the date and time of any proposed inspections, and Tenant shall be entitled to have an officer, director, or other employee of Tenant accompany Landlord during any such inspection. The Landlord may show the Leased Premises to prospective Tenants at any time during the last six (6) months of the Lease Term and during any period of default and/or extension of the Lease Term.

25. Compliance: Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Municipal, County, State, and Federal authorities affecting use of the Leased Premises with respect to the cleanliness, safety, occupation, and use of same.

26. Challenge: Landlord, although presently unaware of any such non-compliance, does not covenant that the Leased Premises are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Lease. Tenant shall obtain any and all licenses, approvals and/or permits required for its use, occupancy and operation of the Leased Premises and shall promptly comply with all governmental orders and directives related thereto, all at its sole cost and expense.

27. Holding Over: Any holding over by the Tenant after the expiration or termination of this Lease, without the consent of Landlord, shall be construed to be a tenancy from month to month and the Rent to be paid by Tenant shall be at an amount equal to 1.5 times the monthly Rent required to be paid by Tenant under Paragraph 4 hereof. Acceptance by Landlord of such payments after such expiration or termination shall not constitute a renewal of this Lease. This provision shall not operate as a waiver of Landlord's right to re-entry or any other right of

Landlord, and Tenant shall be a Tenant at sufferance only during the period of any such holding over without the consent of Landlord.

28. Taxes and Special Assessments: If the Leased Premises are placed on the tax assessment rolls based upon Tenant's usage, then any real estate taxes, personal property taxes and/or special assessments assessed or levied against the Leased Premises during the Lease Term shall be borne by Tenant as additional Rent.

29. No Waiver: The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing.

30. Notices: All notices regarding this Lease are to be in writing and delivered, or mailed by first class mail postage pre-paid, by one party to the other party at the party's respective address set forth in the preface of this Lease. Notices which are mailed shall be deemed to have been given as of the second business day following the date of mailing.

31. Heirs and Assigns: The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns, subject to the limitation on assignment as herein contained.

32. Vacation or Abandonment: In the event Tenant shall abandon or vacate the Leased Premises before the end of the term, Landlord shall have the right and duty to relet the Leased Premises for such rent and upon such terms as Landlord is able to obtain. In the event a sufficient sum is not realized by such reletting, to pay to Landlord the equivalent of the rents reserved to Landlord from Tenant under the provisions of this Lease, Tenant promises and agrees to pay to Landlord the amount of such deficiency each month during the balance of such term.

33. Condemnation: If any part of the Leased Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Landlord or the Tenant may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the Leased Premises, or damages awarded because of the taking, shall be payable to the sole property of the Landlord.

34. Quiet Enjoyment: Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions of Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Leased Premises for the full term hereof.

35. Policies/Regulations: Tenant, including its agents, representatives, employees, contractors, invitees, licensees and students shall at all times comply with all School District policies, procedures and regulations.

36. Extension: This Lease may be extended by mutual written consent of Landlord and Tenant for subsequent one (1) year terms. Said extension shall commence on July 1st of the year

of the extension and end the immediate following year on June 30th . If Tenant wishes to extend this Lease, Tenant shall give Landlord a minimum of thirty (30) days advance written notice of Tenant's intention to extend. Any renewal or extension of this agreement shall be subject to a review and renegotiation of all terms and conditions as approved by LIVONIA PUBLIC SCHOOLS SCHOOL DISTRICT. The rental rate for such extensions or renewal periods shall increase at a rate consistent with the percentage increase in the cost-of-living index for the previous twelve-month period. As used herein, the cost-of-living index shall be the ALL ITEMS CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS FOR THE DETROIT, MICHIGAN METROPOLITAN AREA.

37. Termination: This Lease may be terminated by Landlord at any time and for any reason upon ninety (90) days advanced written notice to Tenant.

38. Tenants in the Building. Landlord reserves the right to lease the non-exclusive portions of the Building to other tenants.

39. Security Deposit: Landlord and Tenant acknowledge that parties had a previous relationship under a prior lease document wherein Landlord was holding Tenant's security deposit in the amount of **\$1,557.80**. Since that former lease was terminated on the Effective Date of this Lease, the parties acknowledge that Landlord has transferred such security deposit and such deposit will now be held by Landlord and applicable as the security deposit under this Lease (the "Security Deposit"), as security for the performance by Tenant under this Lease. Upon an event of default, Landlord may apply or retain the whole or any part of the Security Deposit in satisfaction of damages incurred in connection with Tenant's default, whether the same may accrue before or after any legal proceedings are instituted by Landlord. Whenever the amount of the Security Deposit is diminished by Landlord's application, Tenant shall deposit additional money with Landlord sufficient to restore the security to the original amount. Landlord shall not be obligated to keep such Security Deposit as a separate fund but may commingle such Security Deposit with Landlord's own funds. In the event that Tenant shall fully comply with all the terms, covenants, conditions and agreements of this Lease, the security or any balance thereof shall be returned to Tenant following the expiration of this Lease. Tenant shall not be entitled to any interest on the security.

40. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Lease:

Time is of the essence of each provision of this Lease.

Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.

This Lease shall be construed and interpreted in accordance with the laws of the State of Michigan

This Lease contains all of the agreements of the parties and cannot be amended or modified except by a written agreement.

The captions of this Lease shall have no effect on its interpretation.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

WITNESSES:

**Asst. Superintendent
of District Services**

WITNESSES:

LANDLORD:

LIVONIA PUBLIC SCHOOLS

By:

Livonia Board of Education President

By:

Livonia Board of Education Secretary

TENANT:

LIVONIA LITTLE TOTS DAY NURSERY

By:

Elizabeth Cinque, Director

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 2025**

TOPIC: **Appointment of Auditor for 2024-2025**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District appoint the firm of Plante Moran to audit and prepare the financial statements for Livonia Public Schools for the 2024-2025 school year.

RATIONALE:

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

BUDGETARY INFORMATION:

Plante Moran's base fee for the 2023-2024 school year was \$56,000. Plante Moran's estimated fee for the 2024-2025 school year is \$58,000. The fees for the federal program audit are based on testing two major programs under Uniform Guidance Rules. If an additional major program is required to be tested, the fees would increase by approximately \$9,000 for each additional major program. In addition, the fee does not include addition time necessary to apply the new auditing standards required for GASB 101 for both the financial statement audit and the single audit, which will not exceed \$6,000.

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Attached



Plante & Moran, PLLC

Suite 300
2601 Cambridge Court
Auburn Hills, MI 48326
Tel: 248.375.7100
Fax: 248.375.7101
plantemoran.com

May 15, 2025

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

Dear Mrs. Alison Smith:

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

Scope of Services

We will audit Client's financial statements as of and for the year ended June 30, 2025 and Client's compliance with certain federal award requirements during the year ended June 30, 2025 for those programs identified as "major programs". In addition, the supplemental information accompanying the financial statements, consisting of the Schedule of Expenditures of Federal Awards ("SEFA"), will be subjected to the auditing procedures applied in our audit of the financial statements.

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

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

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

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

Timing of Services

We expect to begin fieldwork for this engagement in June 2025. We anticipate that our work will end in September 2025 and that our report will be issued by October 31, 2025.

Mrs. Alison Smith
Livonia Public Schools

2

May 15, 2025

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will be approximately \$58,000, plus all reasonable and necessary travel and out-of-pocket costs incurred. Payments are due as follows:

June 30, 2025	\$15,000
August 31, 2025	\$30,000
Upon issuance of report	Remaining balance, plus any necessary final adjustments

The fees for the federal program audit are based on testing two major programs under Uniform Guidance Rules. If any additional major program is required to be tested, our fees would increase by approximately \$9,000 for each additional major program.

The fee for the engagement does not include first time cost related to the implementation of GASB 101. Our fee estimate for the implementation and first time audit of the implementation will be approximately \$4,000- \$6,000, as needed.

Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice. Our invoices are generally sent from plantemoran@myworkday.com. Please ensure that the appropriate parties have added plantemoran@myworkday.com to their safe senders listing to facilitate proper delivery of our invoices. In the event you are unable to accept electronic delivery of our invoices, please notify a member of the engagement team as soon as possible.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Lisa Vargo, CPA
Partner

Mrs. Alison Smith
Livonia Public Schools

3

May 15, 2025

Agreed and Accepted

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

Livonia Public Schools

Mrs. Alison Smith

Date

Director of Finance
Title

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

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter, (collectively, the Professional Services Agreement and the accompanying engagement letter are referred to herein as “Agreement”) for audit services dated May 15, 2025 between Plante & Moran, PLLC (referred to herein and in such letter as “PM”) and Livonia Public Schools (referred to as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

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

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

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

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

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

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

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

Professional Services Agreement – Audit Services

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

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

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

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

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

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

PM will make assessments of Client's compliance with the compliance requirements subject to audit, as defined above. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate noncompliance conditions that come to PM's attention in accordance with Uniform Guidance and/or Generally Accepted Government Auditing Standards. PM will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that PM considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of Client's major programs.

Professional Services Agreement – Audit Services

However, PM's tests will be less in scope than would be necessary to render an opinion on those controls and accordingly, no opinion will be expressed in PM's report on internal control issued pursuant to the Uniform Guidance.

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

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

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

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

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

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

Professional Services Agreement – Audit Services

10. Audit Adjustments – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client's financial statements specified in this Agreement.

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

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

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

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

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

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

Professional Services Agreement – Audit Services

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

- 14. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 15. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to Client’s confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

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

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

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

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

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

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

- 16. Data Access Management and Consent** – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third-party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively “Third-Party Provider(s)”). Third-Party Providers may include, for example and without limitation, PM’s international affiliates that support PM’s domestic operations, cloud service providers that support PM’s infrastructure in general, or independent contractors that serve to supplement a particular engagement team’s services for specific engagements.

Professional Services Agreement – Audit Services

In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers' services involve the accessing or processing of Client data, PM will require Third-Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM's services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client's data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.

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

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

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

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

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

20. Conditions of PM Visit to Client Facilities – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies).

Professional Services Agreement – Audit Services

Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.

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

End of Professional Services Agreement – Audit Services



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809
225-922-4600 Phone – 225-922-4611 Fax – pnpcpa.com

A Professional Accounting Corporation

Report on the Firm's System of Quality Control

December 16, 2022

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

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

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

A handwritten signature in cursive script that reads 'Postlethwaite & Netterville'.

Postlethwaite & Netterville, APAC
Baton Rouge, Louisiana

Certificate Of Completion

Envelope Id: B3C03FCD-3B87-41A5-B3FF-4AB3B4778E0A	Status: Delivered
Subject: Sent on behalf of Lisa Vargo - Livonia Public Schools 6-30-25 Year-End Engagement Letter	
Source Envelope:	
Document Pages: 11	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Emily Starnes
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	3000 Town Center
	Suite 100
	SOUTHFIELD, MI 48075-1102
	Emily.Starnes@plantemoran.com
	IP Address: 162.10.173.78

Record Tracking

Status: Original	Holder: Emily Starnes	Location: DocuSign
5/15/2025 8:57:54 AM	Emily.Starnes@plantemoran.com	

Signer Events

Signature	Timestamp
Alison Smith	Sent: 5/15/2025 9:00:04 AM
asmith34@livoniapublicschools.org	Viewed: 5/15/2025 9:09:54 AM
Director of Finance	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
 Accepted: 5/15/2025 9:09:54 AM
 ID: 653d7cde-0547-4827-a076-9d4f4aa03072

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/15/2025 9:00:04 AM
Certified Delivered	Security Checked	5/15/2025 9:09:54 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Plante & Moran, PLLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Plante & Moran, PLLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to:

To advise Plante & Moran, PLLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Plante & Moran, PLLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Plante & Moran, PLLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Plante & Moran, PLLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Plante & Moran, PLLC during the course of my relationship with you.

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION
May 19, 2025**

TOPIC: **Approval of Resolution for Wayne RESA’s
2025-2026 General Fund Operating Budget**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District adopt the attached resolution in support of the Wayne County Regional Educational Service Agency (“RESA”) General Fund Operating budget for the 2025-2026 school year.

RATIONALE:

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

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Alison Smith, Chief Financial Officer

EXHIBITS:

Attached

MODEL RESOLUTION FOR LOCAL DISTRICT VOTE ON WAYNE RESA BUDGET

Wayne County Regional Educational Service Agency (“Wayne RESA”)
2025-2026
General Fund Operating Budget
RESOLUTION

A _____ meeting of the Board of Education of the _____ School District was held at the _____ on _____, 2025 at _____.

Members present were: _____

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

WHEREAS:

This Board received the Wayne RESA General Fund Operating Budget on or before May 1, 2025; and

WHEREAS:

In accordance with Section 380.624 of the Revised School Code, this Board must now adopt a resolution expressing its support or disapproval of the proposed Wayne RESA budget, and must submit to the Wayne RESA Board any specific objections and/or proposed changes the Board may have to the budget prior to June 1, 2025

THEREFORE, BE IT RESOLVED THAT:

Please check one of the following options:

The Wayne RESA General Fund Operating budget for the 2025-2026 school year be supported, and that the Secretary of the Board is hereby directed to submit a copy of this resolution to the Secretary of the Wayne RESA Board of Education, along with comments.

OR

The Wayne RESA General Fund Operating budget for the 2025-2026 school year be disapproved (for reasons attached hereto), and that the Secretary of the Board is hereby directed to submit a copy of this resolution to the Secretary of the Wayne RESA Board of Education, along with any specific objections or proposed changes to the budget.

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a _____ meeting held on _____ 2025, the original of which resolution is a part of the Board’s minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Signed:

Secretary, Board of Education

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 2025**

TOPIC: **Approval to Purchase Everyday Math Materials**

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District approve the recommendation to purchase Everyday Mathematics Student Essential Sets for Kindergarten, First, Second, Third and Fourth Grade Classrooms from McGraw Hill in Columbus, Ohio for \$129,245.16. This purchase would include print and digital sets for students as well as teacher licenses. The first through fourth grade teacher licenses are being provided for free.

RATIONALE:

Everyday Mathematics is the current math curriculum used at all K-4 schools. This purchase provides on-line access and consumable journals for students to use for the 2025-26 school year. The recommendation has been reviewed and supported by the Curriculum Committee.

BUDGETARY INFORMATION:

The funds for this purchase is the Elementary Textbook Budget which has been supported by the Wayne County Enhancement Milage.

RESOURCE PERSONNEL:

Theresa O'Brien, Chief Academic Officer

EXHIBITS:

Attachment



Because learning changes everything.®

QUOTE PREPARED FOR:

Livonia Public Schs
15125 FARMINGTON RD
LIVONIA, MI 48154-5474
ACCOUNT NUMBER: 330369

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Kevin Clark
kevin.clark@mheducation.com
(313) 655-6319

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Everyday Mathematics ©2020 Student Essential Sets - Print and Digital	\$151,650.00	(\$25,212.00)	\$126,438.00
PRODUCT TOTAL*	\$151,650.00	(\$25,212.00)	\$126,438.00
ESTIMATED S&H**			\$2,807.16
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$129,245.16

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/02/2025

ACCOUNT NAME: Livonia Public Schs

EXPIRATION DATE:07/31/2025

QUOTE NUMBER: KCLARK-05022025120002-001

ACCOUNT #: 330369

PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Everyday Mathematics ©2020 Student Essential Sets - Print and Digital					
EVERYDAY MATH ESSENTIAL STUDENT MATERIALS SET 1 YEAR SUBSCRIPTION BUNDLE GRADE 1	978-0-07-695001-0	640	\$32.10	\$0.00	\$20,544.00
EVERYDAY MATH ESSENTIAL STUDENT MATERIALS SET 1 YEAR SUBSCRIPTION BUNDLE GRADE 2	978-0-07-695004-1	1000	\$32.10	\$0.00	\$32,100.00
EVERYDAY MATH ESSENTIAL STUDENT MATERIALS SET 1 YEAR SUBSCRIPTION BUNDLE GRADE 3	978-0-07-695010-2	1050	\$32.10	\$0.00	\$33,705.00
EVERYDAY MATH ESSENTIAL STUDENT MATERIALS SET 1 YEAR SUBSCRIPTION BUNDLE GRADE 4	978-0-07-695019-5	1100	\$32.10	\$0.00	\$35,310.00
Teacher Licenses					
EVERYDAY MATH NATIONAL TEACHER CENTER 1 YEAR SUBSCRIPTION GRADE K	978-0-07-695375-2	50	\$95.58	\$0.00	\$4,779.00
EVERYDAY MATH NATIONAL TEACHER CENTER 1 YEAR SUBSCRIPTION GRADE 1	978-0-07-695411-7	50	\$126.06	\$6,303.00	*Free Materials
EVERYDAY MATH NATIONAL TEACHER CENTER 1 YEAR SUBSCRIPTION GRADE 2	978-0-07-695434-6	50	\$126.06	\$6,303.00	*Free Materials
EVERYDAY MATH NATIONAL TEACHER CENTER 1 YEAR SUBSCRIPTION GRADE 3	978-0-07-695572-5	50	\$126.06	\$6,303.00	*Free Materials
EVERYDAY MATH NATIONAL TEACHER CENTER 1 YEAR SUBSCRIPTION GRADE 4	978-0-07-695246-5	50	\$126.06	\$6,303.00	*Free Materials

Teacher Licenses Subtotal: \$25,212.00 \$4,779.00

Everyday Mathematics ©2020 Student Essential Sets - Print and Digital Subtotal: \$25,212.00 \$126,438.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/02/2025

ACCOUNT NAME: Livonia Public Schs

EXPIRATION DATE: 07/31/2025

QUOTE NUMBER: KCLARK-05022025120002-001

ACCOUNT #: 330369

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Livonia Public Schs
15125 FARMINGTON RD
LIVONIA, MI 48154-5474
ACCOUNT NUMBER: 330369

CONTACT:

VALUE OF ALL MATERIALS	\$151,650.00
FREE MATERIALS	(\$25,212.00)
PRODUCT TOTAL*	\$126,438.00
ESTIMATED SHIPPING & HANDLING**	\$2,807.16
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$129,245.16

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 05/02/2025

ACCOUNT NAME: Livonia Public Schs

EXPIRATION DATE: 07/31/2025

QUOTE NUMBER: KCLARK-05022025120002-001

ACCOUNT #: 330369

PAGE #: 3

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 2025**

TOPIC: Granting of Tenure Status to a Specified Teacher

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 teacher, effective on the respective date:

<u>Name</u>	<u>Date</u>
Hatsumi Thorson	August 21, 2024

RATIONALE :

This teacher has 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, this individual has 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
May 19, 2025**

TOPIC: Leave of Absence

RECOMMENDATION:

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

<u>Name</u>	<u>Date effective</u>
Stephanie Scroggins	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
May 19, 2025**

TOPIC: Resignations

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>
Nichole Holliday	June 6, 2025
Christine Martinez	June 6, 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
May 19, 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:

**Rebecca Barnes
Matthew Bentley
Peggy Brissette
Melinda Bush
Erin Casucci
Deborah Elliston
Rebecca Hurula
Angela Jackson-Irvine
Judy Long
David Mitchell
Kimberly Mitchell
Dianna Petersen
Barbara Postel
Jacqueline Price
Donna Ringler
Michele Ryan
Pamela Serylo
Jeffrey Shoemaker
Kevin Stafford
Deborah Trombly
Heather Wickman**

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBIT:

Attached resolutions

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 2025**

RESOLUTIONS

Rebecca Barnes

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

WHEREAS, Rebecca Barnes has devoted 29 years of dedicated, loyal, and outstanding service to the students Churchill High School as a teacher; and,

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

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

Matthew Bentley

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Matthew Bentley will retire from the district on June 16, 2025; and,

WHEREAS, Matthew Bentley has devoted 26 years of dedicated, loyal, and outstanding service to the students of Garfield Elementary, Nankin Mills Elementary, Roosevelt Elementary and Riley Upper Elementary as a teacher; and,

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

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

Peggy Brissette

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

WHEREAS, Peggy Brissette has devoted 25 years of dedicated, loyal, and outstanding service to the students of Cleveland Elementary, Garfield Elementary, Riley Elementary, Riley Upper Elementary and Coolidge Elementary as a teacher, elementary learning specialist and elementary literacy 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 Peggy Brissette on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Melinda Bush

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Melinda Bush will retire from the district on June 15, 2025; and,

WHEREAS, Melinda Bush has devoted 35 years of dedicated, loyal, and outstanding service to the students of Livonia Career Technical Center as a teacher; and,

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

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

Erin Casucci

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

WHEREAS, Erin Casucci has devoted 22.5 years of dedicated, loyal, and outstanding service to the students of Johnson Upper Elementary and Rosedale Elementary as a teacher; and,

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

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

John Dreyer

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that John Dreyer will retire from the district on July 7, 2025; and,

WHEREAS, John Dreyer has devoted 13.3 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a HVAC technician in the Maintenance 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 John Dreyer for his countless contributions to our school system and extends best wishes for an enjoyable and rewarding retirement.

Deborah Elliston

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

WHEREAS, Deborah Elliston has devoted 30 years of dedicated, loyal, and outstanding service to the students of Coolidge Elementary, Riley Upper 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 Deborah Elliston on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Rebecca Hurula

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Rebecca Hurula will retire from the district on June 12, 2025; and,

WHEREAS, Rebecca Hurula has devoted 29 years of dedicated, loyal, and outstanding service to the students of Roosevelt Elementary and Buchanan 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 Rebecca Hurula on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Angela Jackson-Irvine

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

WHEREAS, Angela Jackson-Irvine has devoted 25 years of dedicated, loyal, and outstanding service to the students of Emerson Middle School, 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 Angela Jackson-Irvine on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Judy Long

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

WHEREAS, Judy Long has devoted 19.8 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a paraprofessional in the Transportation Department; and,

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

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

David Mitchell

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

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

Kimberly Mitchell

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

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

Dianna Petersen

WHEREAS, It has been brought to the attention of the Board of Education of the Livonia Public Schools School District that Dianna Petersen will retire from the district on June 12, 2025; and,

WHEREAS, Dianna Petersen has devoted 25 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a driver in the Transportation Department; and,

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

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

Barbara Postel

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

WHEREAS, Barbara Postel has devoted 15 years of dedicated, loyal, and outstanding service to the students of Frost Middle School as a teacher; and,

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

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

Jacqueline Price

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

WHEREAS, Jacqueline Price has devoted 27 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 Jacqueline Price on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Donna Ringler

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

WHEREAS, Donna Ringler has devoted 29 years of dedicated, loyal, and outstanding service to the students of Cleveland Elementary, Tyler Elementary, Garfield Elementary, Cass Elementary and Buchanan 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 Donna Ringler on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Michele Ryan

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

WHEREAS, Michele Ryan has devoted 35 years of dedicated, loyal, and outstanding service to the students of Adams Elementary, Hayes Elementary, Hoover 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 Michele Ryan on her years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for her retirement.

Pamela Serylo

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

WHEREAS, Pamela Serylo has devoted 13 years of dedicated, loyal, and outstanding service to the Livonia Public Schools as a driver in the Transportation Department; and,

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

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

Jeffrey Shoemaker

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

WHEREAS, Jeffrey Shoemaker has devoted 29 years of dedicated, loyal, and outstanding service to the students of Stevenson High School as a teacher; and,

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

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

Kevin Stafford

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

WHEREAS, Kevin Stafford has devoted 27 years of dedicated, loyal, and outstanding service to the students of Rosedale Elementary as an elementary teacher and elementary support 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 Stafford on his years of service to the educational profession and expresses publicly its sincere appreciation and offers its best wishes for his retirement.

Deborah Trombly

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

WHEREAS, Deborah Trombly has devoted 29 years of dedicated, loyal, and outstanding service to the students of Churchill High School as a teacher; and,

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

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

Heather Wickman

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

WHEREAS, Heather Wickman has devoted 30 years of dedicated, loyal, and outstanding service to the students of Frost Middle School, Churchill High School, Stevenson High School and Holmes Middle School as a teacher; and,

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

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

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 2025**

TOPIC: Approval of Resolution for Wayne RESA Board Election

RECOMMENDATION:

Move that the Board of Education of the Livonia Public Schools School District adopt a resolution to designate Board of Education Executive Assistant, Teresa Giunta as the local district's Wayne RESA election representative, and Board member Mark Johnson as the alternate. Also move that votes be cast for Wayne RESA Board Candidates, James Beri and Lynda Jackson.

RATIONALE:

The Wayne Regional Educational Service Agency has requested a representative of this school district to vote at their Biennial Election on Monday, June 2, 2025.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

Board of Education

EXHIBITS:

Attachment

Off/Supt/tg

**RESOLUTION DESIGNATING LIVONIA PUBLIC SCHOOLS’
WAYNE RESA ELECTION REPRESENTATIVE**

May 19, 2025

A _____ meeting of the Board of Education (the “Board”) of the _____ School District, Wayne County, Michigan, was held on the ____ day of _____, 2025, at ____ o’clock in the _____.

The meeting was called to order by _____, President.

Present:

Absent:

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

WHEREAS:

1. The biennial election of the Board of the Wayne County Regional Educational Service Agency (“WRESA”) will be held on Monday, June 2, 2025; and
2. The members of the WRESA Board will be elected by an electoral body composed of one (1) person designated by the Board of each of the constituent school districts; and
3. In accordance with Section 380.614(2) of the Revised School Code, this Board must now adopt a resolution which designates its representative to the electoral body and directs said representative to vote on behalf of this school Board for the specific candidate(s) this Board supports for each position to be filled on the WRESA Board, at least on the first ballot taken by the electoral body.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby approve the designation of _____ as the representative of this Board for the electoral body, and _____ as an alternate in the event the designated representative is unable to attend, which body will elect one candidate to the vacancy on the WRESA Board on Monday, June 2, 2025.
2. The designated representative is further directed to cast a vote on the first ballot on behalf of the Board for candidate(s) _____ and _____.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of the resolution be and the same are hereby rescinded.

Ayes:

Nays:

Motion declared adopted.

Madeline Acosta
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a _____ meeting held on _____, 2025, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Madeline Acosta
Secretary, Board of Education

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 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 GAC – Staff Job-Related Accident/Injury/Assault.**

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of April 21, 2025.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBITS:

Attached Policy

Off/Supt/tg

BOARD POLICY

GAC

PERSONNEL

MAY 19, 2025

STAFF JOB-RELATED ACCIDENT/INJURY/ASSAULT

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

The 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

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 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 GAF – Workplace Violence**.

RATIONALE:

The Board Policy Committee has met with staff to review proposed language for the above policy and is recommending approval by the entire Board. This language was submitted for first reading at the Board meeting of April 21, 2025.

BUDGETARY INFORMATION:

None

RESOURCE PERSONNEL:

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

EXHIBITS:

Attached Policy

Off/Supt/jtg

BOARD POLICY

GAF

PERSONNEL WORKPLACE VIOLENCE

MAY 19, 2025

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 act or threat 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 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 they been the victim of such action(s), must promptly report the incident(s) to the applicable School Administrator or the Administrator of Public Safety. If, for any reason, the individual does not feel that they can report to the applicable School Administrator or the Administrator of Public Safety, they shall promptly report to the Director(s) of Human Resources or Superintendent. The School District has the responsibility for investigating and 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.

GROSS 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)

**LIVONIA PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
May 19, 2025**

TOPIC: First Reading of Board Policies

RECOMMENDATION:

The Policy Committee has reviewed changes for the following policies:

Fiscal Management:

- Board Policy DFF – Post-Issuance Tax Compliance
- Board Policy DID – Audit/Published Statements
- Board Policy DJD - Expense Reimbursement

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:

Alison Smith, Chief Financial Officer

EXHIBITS:

Attached

Off/Supt/tg

BOARD POLICY

DFF

FISCAL MANAGEMENT POST-ISSUANCE TAX COMPLIANCE

SEPTEMBER 17, 2012

Debt Compliance Officer

The Director of Business Services shall serve as the Debt Compliance Officer for the District.

The Debt Compliance Officer shall implement procedures for the purpose of monitoring compliance with regard to all tax-exempt or tax-advantaged obligations. The procedures established and implemented by the Debt Compliance Officer shall encourage the timely identification of noncompliance. The Debt Compliance Officer shall ensure that the District maintains a record of such compliance. Further, the Debt Compliance Officer will ensure that this Post-Issuance Debt Compliance Policy and procedures, if any, are updated on a regular and as needed basis, as well as establish procedures designed to detect non-compliance and to address the necessary remedial steps in the event non-compliant actions or inactions are detected.

This Post-Issuance Tax Compliance Policy shall apply to all debt obligations designated as having tax-exempt or tax-credit status issued on behalf of the District. The duties of the Debt Compliance Officer shall include, but not be limited to, the following:

- 1) oversee and manage compliance with the Code and Regulations, as defined above, as well as other general requirements;
- 2) monitor the use of proceeds from debt obligations ~~and~~ ensure that such use is proper and timely, all in compliance with the Code and Regulations;
- 3) supervise timely filings of reports or forms required by state and federal agencies as applicable;
- 4) monitor arbitrage, yield restriction and rebate requirements under the Code;
- 5) develop training programs, as necessary, for the purpose of training individuals responsible for the proceeds of the tax-exempt or tax-advantaged debt;
- 6) monitor compliance with six-month, 18-month or 2-year spending exceptions, if applicable; and
- 7) establish procedures to address and remediate non-compliance with state or federal law immediately upon the discovery of such non-compliance.

External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel, ~~and~~ advisors, and other professionals, as needed, ~~throughout the issuance of~~ while an Obligation is outstanding to identify requirements and to establish procedures necessary or appropriate so that the

Obligation and the District will continue to qualify for tax-exempt status or tax credit status, as applicable, including any remedial actions. -

The District also shall consult with advisors, bond counsel or other legal counsel, and other professionals as needed, following issuance of an Obligation to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with any potential changes in use of assets financed (or refinanced) with the Obligations issued. This requirement shall be documented in the tax certificate and/or other documents finalized at or before issuance of the Obligations. The District will provide such advisors with any reasonably requested and available documentation and disclosures for such purpose.

The District shall be responsible to determine (or obtain expert advice to determine) whether arbitrage rebate calculations have to be made for the Obligations. If it is determined that such calculations are or are likely to be required, the District shall engage an advisor (hereinafter "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of proceeds from the issuance, or shall otherwise ensure that it has adequate financial, accounting and legal resources of its own to make such calculations.

In lieu of engaging an outside Rebate Service Provider, the District may make a determination that it has sufficient capabilities using its own personnel, supported by its regular accounting and legal advisers, to be able to make the required rebate calculations. Such determination shall be evidenced in writing with specific reference to the personnel and advisers to carry out the calculations, and such written determination shall be maintained in the records of the bond transaction.

The District shall file or cause to be filed all required IRS forms and make any rebate payments required on a timely basis. Unless otherwise provided by the indenture relating to an Obligation, unexpended proceeds shall be held by a trustee or other financial institution, and the investment of bond proceeds shall be managed by the District. The District shall prepare (or cause the trustee or other financial institution to prepare) regular, periodic statements regarding the investments and transactions involving proceeds of the Obligations.

Arbitrage Rebate and Yield

The following requirements shall apply to any Obligation issued by the District for which compliance with arbitrage rebate requirements under the Code and Regulations is required. The Debt Compliance Officer or his/her designee shall be responsible for overseeing compliance with arbitrage rebate requirements under federal tax regulations:

- 1) If at the time of issuance of any Obligation, based on reasonable expectations set forth in the Tax Certificate or other applicable document(s), it appears likely that the Obligation will qualify for an exemption from the rebate requirement, the District may defer taking any of the actions set forth in the subsection (2). As applicable, nNot later than the time of completion of construction or acquisition of the project paid for with proceeds on an Obligation, and depletion of all funds from the project fund holding the proceeds, the District in consultation with the appropriate professionals shall make a determination if expenditure of the bond proceeds qualified for exemption from the rebate requirements ~~based on spending within 6 month or 18 month period after issuance~~. If a rebate exemption is determined to be applicable, the District shall prepare

and maintain a record to support such conclusion. If the transaction does not qualify for rebate exemption, the District shall initiate the steps set forth in (2) below.

- 2) If at the time of issuance of any Obligations it appears likely that arbitrage rebate calculations will be required, or upon determination that calculations are required pursuant to (1) above, the District shall:
 - a) engage the services of a Rebate Service Provider or assign District personnel capable of preparing a rebate analysis for the Obligation and, prior to each rebate calculation date, cause the trustee or other financial institution investing bond proceeds to deliver periodic statements concerning the investment of proceeds to the Rebate Service Provider or relevant District personnel handling the rebate calculation;
 - b) provide to the Rebate Service Provider, or relevant District personnel conducting any rebate calculation, additional documents and information reasonably requested by the Rebate Service Provider or District personnel;
 - c) monitor efforts of the Rebate Service Provider or District personnel;
 - d) ~~in the case of obligations issued by the District,~~ assure payment of required rebate amounts, if any, no later than the applicable rebate payment due date for such Obligation for which rebate is due;
 - e) during the construction period of each capital project financed in whole or in part by an Obligation, monitor the investment and expenditure of bond proceeds and consult with the Rebate Service Provider or relevant District personnel handling rebate calculation to determine compliance with any applicable exceptions from the arbitrage rebate requirements ~~during each 6-month spending period up to 6 months or 18 months, as applicable, following the issue date of the Obligations;~~ and
 - f) retain copies of all arbitrage reports and trustee statements as described below under "Record Keeping Requirements."

Use of Bond Proceeds and Bond-Financed or Refinanced Assets

The Debt Compliance Officer, or his/her designee, shall be responsible for:

- 1) monitoring the use of Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of the debt obligation financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the Obligations to ensure compliance with covenants and restrictions set forth in the Tax Certificate or other applicable agreements relating to the Obligations;
- 2) monitoring the use of Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the Obligations to ensure compliance with covenants and restrictions set forth in the Tax Certificate or other applicable agreements relating to the Obligations;
- 3) maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Obligations (including investment earnings and including reimbursement of expenditures made before bond issuance), including a final allocation of Bond proceeds as described below under "Record Keeping Requirements";

- 4) consulting with bond counsel or other professional advisers in the review of any change in use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate or other applicable agreements relating to the Obligations;
- 5) conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discussing any existing or planned use of debt obligations financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate or other applicable agreements relating to the Obligations;
- 6) to the extent that the District discovers that any applicable tax restrictions regarding use of proceeds will or may be violated, consulting promptly with bond counsel or other professional advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary;
- 7) to the extent that tax-exempt proceeds from the debt obligation were used to acquire an existing building, confirming that qualified rehabilitation expenditures in an amount equal to at least 15% of the amount of such proceeds were made no later than 24 months after the later of (1) the date of issuance of the Obligations, or (2) the date of acquisition of the building;
- 8) the District shall review the debt obligations at least annually in order to determine if this Policy and state and federal law are being adhered to; and
- 9) undertaking the following:
 - a) retain copies of all arbitrage reports and trustee statements as described below under "Record Keeping Requirements" and, upon request, providing such copies to the bond issuer;
 - b) with respect to Qualified Zone Academy Bonds (QZABs) and any other tax credit bonds, confirming that 100% of available project proceeds are spent within three years of issue date of bonds;
 - c) with respect to facilities financed by QZABs or other tax credit bonds, confirming that such facilities continue to be used for a qualified purpose for the life of the Obligations; and
 - d) with respect to other types of exempt facilities, adopting any such procedures that bond counsel or other professional advisers deem appropriate to periodically assess whether such facility continues to qualify as an exempt facility.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The Debt Compliance Officer, or his/her designee, shall be responsible for maintaining the following documents for the term of each Obligation (including refunding bonds, if any) plus at least three years:

- 1) a copy of the closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the issue of Obligation;

- 2) a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond; and
- 3) a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements as well as copies of all bidding documents, if any.

Adopted on **September 17, 2012** to be effective on **September 17, 2012**.

Note: It is the intent of the District to ensure that all tax-exempt obligations issued by the District satisfy and will continue to satisfy all requirements of the Internal Revenue Code of 1986, as amended and regulations thereunder.

BOARD POLICY

DID

FISCAL MANAGEMENT AUDIT/PUBLISHED FINANCIAL STATEMENTS

MAY 19, 2014

The Board of Education shall appoint an **independent** auditing firm ~~who shall present an annual report of its findings as well as periodic reports upon request.~~ **to conduct an annual audit of the district's financial records. The auditing firm shall present a comprehensive report of its findings to the Board and provide additional reports as requested.**

The audited financial statements shall be **made available to the public** on the district website and at district offices ~~as soon as practicable after it has been presented to the Board.~~ **following the acceptance of the financial statements by the Board of Education.**

LEGAL REF.: MCL 380.1281(2); 14.141 *et seq.*; 388.1618(2)

BOARD POLICY

DJD

FISCAL MANAGEMENT EXPENSE REIMBURSEMENT

~~DECEMBER 18, 2017~~

The Board of Education authorizes reimbursement of approved, reasonable and necessary expenses incurred by employees while performing official duties on behalf of the School District.

School eEmployees who are required by the School District to use their personal vehicles in the course of their employment for approved, work-related travel shall be reimbursed by the district for mileage, in accordance with IRS guidelines.

CROSS REF.: Board Policy GBRF - Expenses