



NOVI COMMUNITY SCHOOL DISTRICT
DEVELOPING EACH STUDENT'S POTENTIAL WITH A WORLD-CLASS EDUCATION

Board of Education 2021 Agenda

Dr. Danielle Ruskin
President

Mr. Paul Cook
Vice President

Mr. Willy Mena
Secretary

Mrs. Kathy Hood
Treasurer

Mr. Tom Smith
Trustee

Mrs. Bobbie Murphy
Trustee

Meeting Date: January 14, 2021
Virtual via Zoom

Mrs. Mary Ann Roney
Trustee



NOVI BOARD OF EDUCATION
Regular Meeting – January 14, 2021
Virtual via Zoom
7:00 PM

AGENDA

- I. CALL TO ORDER/WELCOME**
- II. COMMENTS FROM THE AUDIENCE**
- III. WALSH COLLEGE PRESENTATION AND DISCUSSION**
- IV. SUPERINTENDENT SELF- EVALUATION DISCUSSION**
- V. NEW BUSINESS**
- VI. ADJOURNMENT**

**BOARD OF EDUCATION
NOVI COMMUNITY SCHOOL DISTRICT
NOVI, MICHIGAN
January 14, 2021**

SUPERINTENDENT OF SCHOOLS

TOPIC: Walsh College Presentation and Discussion

As part of the new Meadows construction, two important district programs need to be relocated for up to two school years. The Novi Adult Transition Center (NATC), which provides service to students aged 18-26 who are still working on their Individual Educational Plan (IEP) goals, and the Novi Career Prep Alternative Education and Adult Education program, which provides an alternative high school experience for traditionally aged students, adult high school completion and GED programs, and adult English as a Second Language (ESL), both need to be relocated because of the new Meadows construction.

Renting space for them is not an allowable bond expense so that cost would come from the general fund. A second, bondable option, of bringing portable buildings on site would cost approximately one million dollars.

A third option presented itself to the district when Plante Moran Cresa identified that Walsh College was for sale and could be purchased and repurposed for district programs, including temporary or permanent homes for the Novi Adult Transition Program and Novi Career Prep Alternative Education and Adult Education.

A closed session, permitted by law to discuss real estate purchases, occurred at the Board Meeting on November 19th. After that meeting, the District entered into a (60) day due diligence period for the Walsh College property purchase. District administration, the Capital Projects Committee, PMC, and the project team have been working closely in developing potential program and space utilization options for the Walsh Building, 6th grade house, and the high school.

The Novi Community School District Board of Education will discuss the presentation deck prepared by the project team that outlines our recommendations to date.

**APPROVED AND RECOMMENDED FOR
BOARD INFORMATION AND DISCUSSION**



Steve Matthews, Superintendent



Walsh Community College Novi, Michigan

- ☐ Background and Update
- ☐ Legal and Financing
- ☐ Due Diligence
- ☐ Operations / Programming
- ☐ Budget and Schedule
- ☐ Appendix

Walsh Community College Novi Campus

Background and Update

- Board conducted closed door work session on November 05, 2020 to discuss and review the Walsh College property.
- NCSD legal counsel developed and negotiated a purchase agreement with Walsh College.
- On November 19, 2020 both NCSD and Walsh College Boards approved the purchase agreement as proposed.
- NCSD, PMC, TMP and McCarthy & Smith, have completed the due diligence process and are meeting bi-weekly.
- NCSD have engaged all outside parties required to assist with due diligence. i.e. – Survey and Environmental and their services are complete.
- NCSD Facilities and IT departments have reviewed the property and brought forth comments and recommendations.
- Financing and programming options are developed for the District's consideration.
- Conceptual budgetary considerations / scenarios are complete.



Legal and Financing

- Purchase agreement was executed, and deposits (\$30K) made to escrow per the terms of the purchase agreement.
- Due diligence period of (60) days has started effective November 21, 2020 and ends January 22, 2021. \$15K for an additional (30) day due diligence period. Termination at end of (60) days required in writing, and initial (\$30K) deposit refundable.
- District's legal counsel(s) confirmed the Walsh property purchase can be funded from the sinking fund.
- The District is working with 5th / 3rd Bank for an installment purchase option that will use sinking funds for the purchase of the building.
- There will be no mortgage on the building, but NCSD must pledge to not use the building as collateral to procure other loans or bonds.
- NCSD can finance 100% of the purchase price (\$4.15m).
- Interest rate will be fixed over the life of the loan. 2.75% locked at closing.
- Loan will be over 7 years, with an option to pay it back early without a prepayment penalty after the first three years.
- 5th/3rd attorney will reach out to Kirk Herald at Thrun with details of the installment purchase agreement.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of this 20th day of November, 2020, by and between WALSH COLLEGE OF ACCOUNTANCY AND BUSINESS ADMINISTRATION, a Michigan nonprofit corporation ("Seller"), and Novi Community School District, a Michigan general powers school district, organized and operating pursuant to the Michigan Revised School Code, MCL 380.1, et seq., as amended ("Purchaser").

Seller and Purchaser agree as follows:

1. **PROPERTY.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the property described in the attached plat and further described rights, if any, including, but not limited to, public ways adjacent to the property, all, if any, developed and used in connection with the property, and the center line thereof.

2. **PURCHASE PRICE.** Property shall be sold for the sum of (\$4,150,000.00) (four million, one hundred fifty thousand and no/100ths) dollars, which shall be paid to Seller in full at the time of closing.

3. **CLOSING.** Closing shall occur on or before the date set forth in the attached plat, or such other date as may be agreed to by Seller and Purchaser in writing.

4. **EARNOUT.** Seller shall deliver to Purchaser, at the time of closing, a copy of the American Title Insurance Company policy for the property, which shall be in full force and effect at the time of closing.

activities, inspections and investigations by Purchaser or its agents or representatives and the acts or omissions of Purchaser or said agents or representatives, which obligation shall survive the termination of this Agreement, excluding, however, (i) any cost or damage to the extent incurred or caused by the acts of Seller or its agents or representatives; (ii) any pre-existing conditions of the Property merely discovered during Purchaser's investigations, except to the extent exacerbated by Purchaser or its agents or representatives; (iii) the diminution of fair market value of the Property resulting solely from the information disclosed by any of Purchaser's examinations and inspections; and/or (iv) any damages other than actual damages (such as non-indemnified damages to include, without limitation, consequential damages, lost profits, special damages, or punitive damages).

7. TITLE MATTERS; CONTRACTS

7.1 **Conveyance of Title.** At Closing, Seller agrees to deliver to Purchaser a covenant deed (the "Deed") in recordable form, conveying marketable and insurable fee simple title to the Property to Purchaser. The Deed shall be subject to the following: (a) any existing mortgages or liens on the Property; (b) any existing easements or rights of way; (c) any existing covenants, conditions, and restrictions; and (d) any existing contracts or agreements affecting the Property.

7.2 **Survey.** Seller shall deliver to Purchaser, at the time of closing, a copy of the survey of the Property, which shall be in full force and effect at the time of closing.

7.3 **Other Matters.** Seller shall deliver to Purchaser, at the time of closing, a copy of the other matters affecting the Property, which shall be in full force and effect at the time of closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

PURCHASER:

NOVI COMMUNITY SCHOOL DISTRICT,
a Michigan general powers school district,

By: Helen C. Kiana-Toussaint

Name: Helen C. Kiana-Toussaint

Its: Superintendent

SELLER:

WALSH COLLEGE OF ACCOUNTANCY AND
BUSINESS ADMINISTRATION, a Michigan
nonprofit corporation

By: Helen C. Kiana-Toussaint

Name: Helen C. Kiana-Toussaint

Its: Chief Financial Officer

Walsh Community College Novi Campus

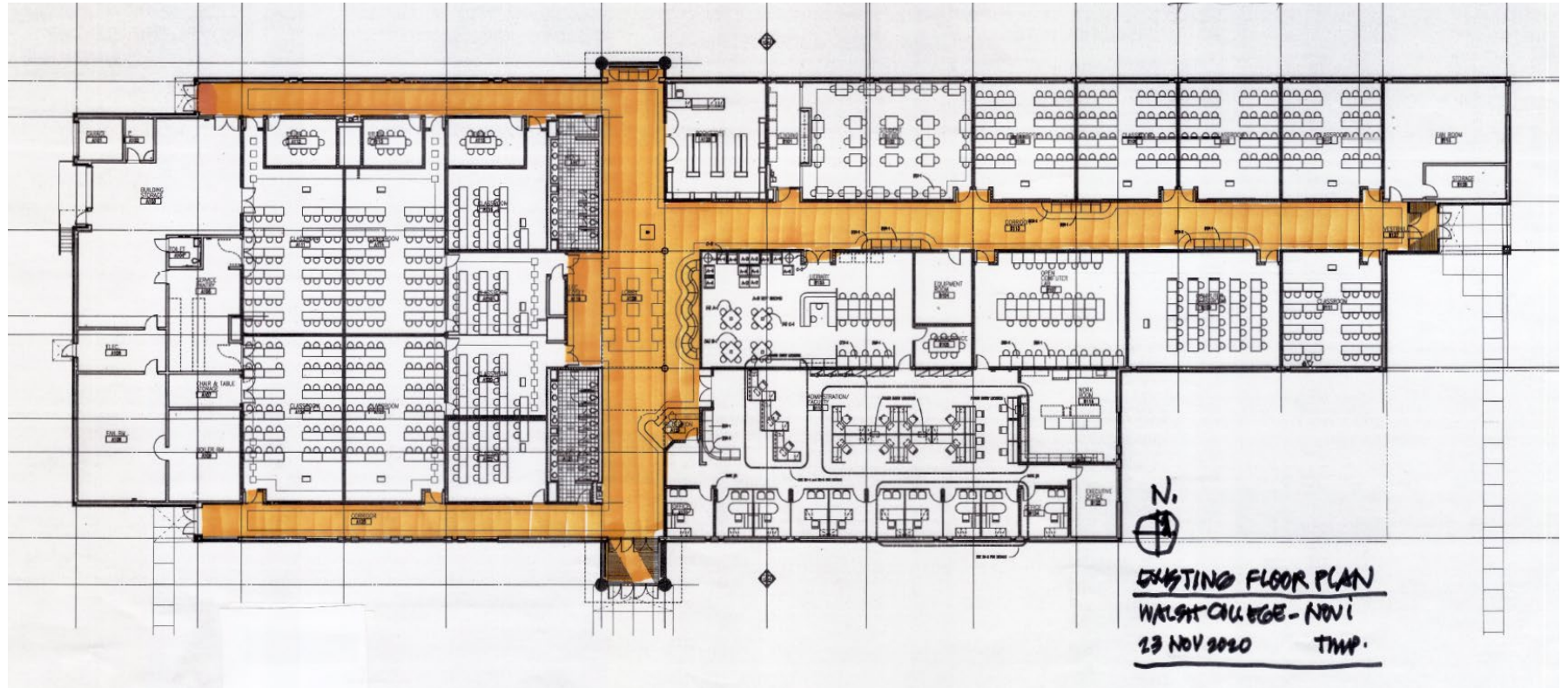
Due Diligence

- Due diligence period started on November 21, 2020 and concludes January 22, 2020 with option to extend.
- It's assumed the roof, parking lot, and loading dock will require some level of repair or replacement. This has been factored into the purchase price considerations.
- NCSD Facilities Staff along with consultants have evaluated the Walsh building relative to mechanical, electrical, and control systems. Building condition is consistent with a (20) yr. old building has been well maintained.
- Oakland Schools reviewed the property relative to IT needs and requirements. Building will need to be brought up to NCSD IT Standards.
- TMP Architecture and McCarthy & Smith have both reviewed the building and the programming and budgeting process is underway for options being considered.
- Updated Alta Surveys are complete.
- Environmental building assessments along with Phase I environmental assessments are complete.



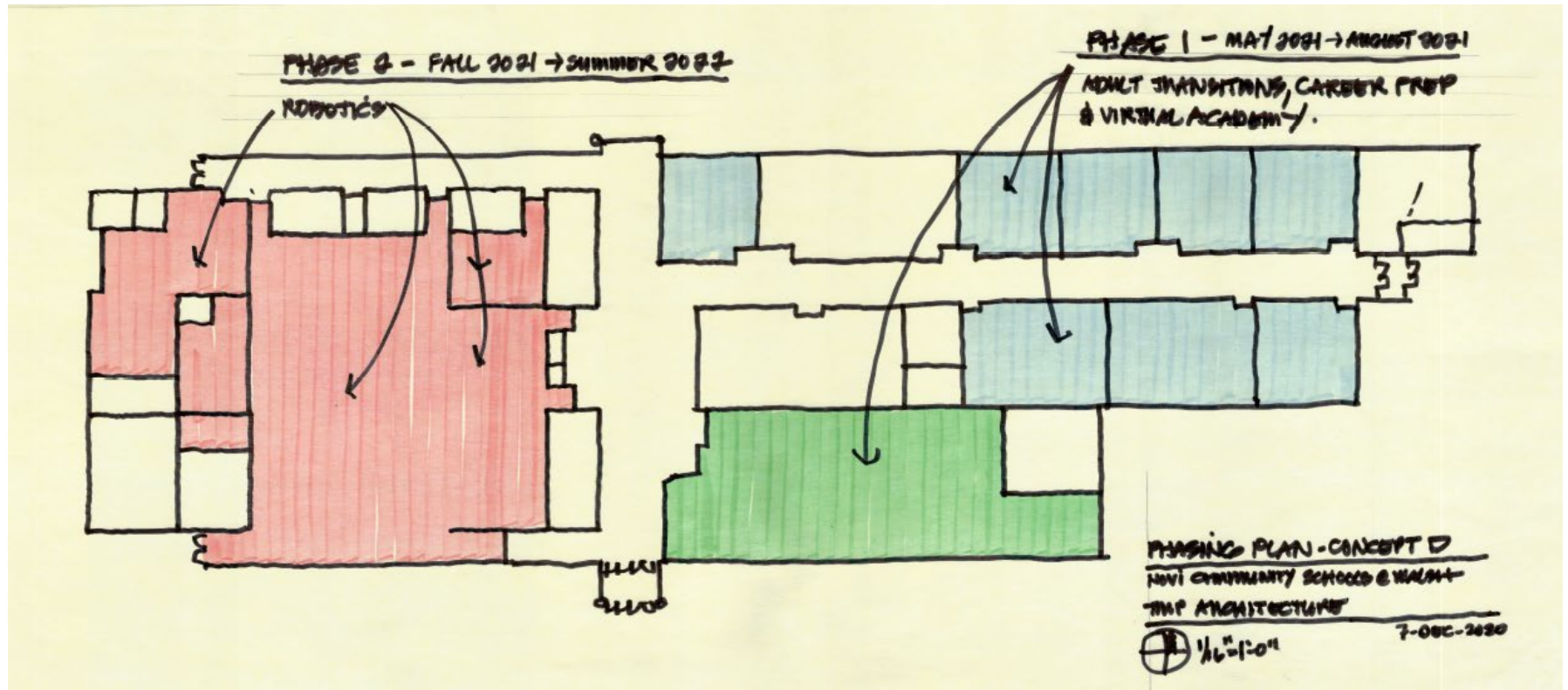
Walsh Community College Novi Campus

Existing Floor Plan

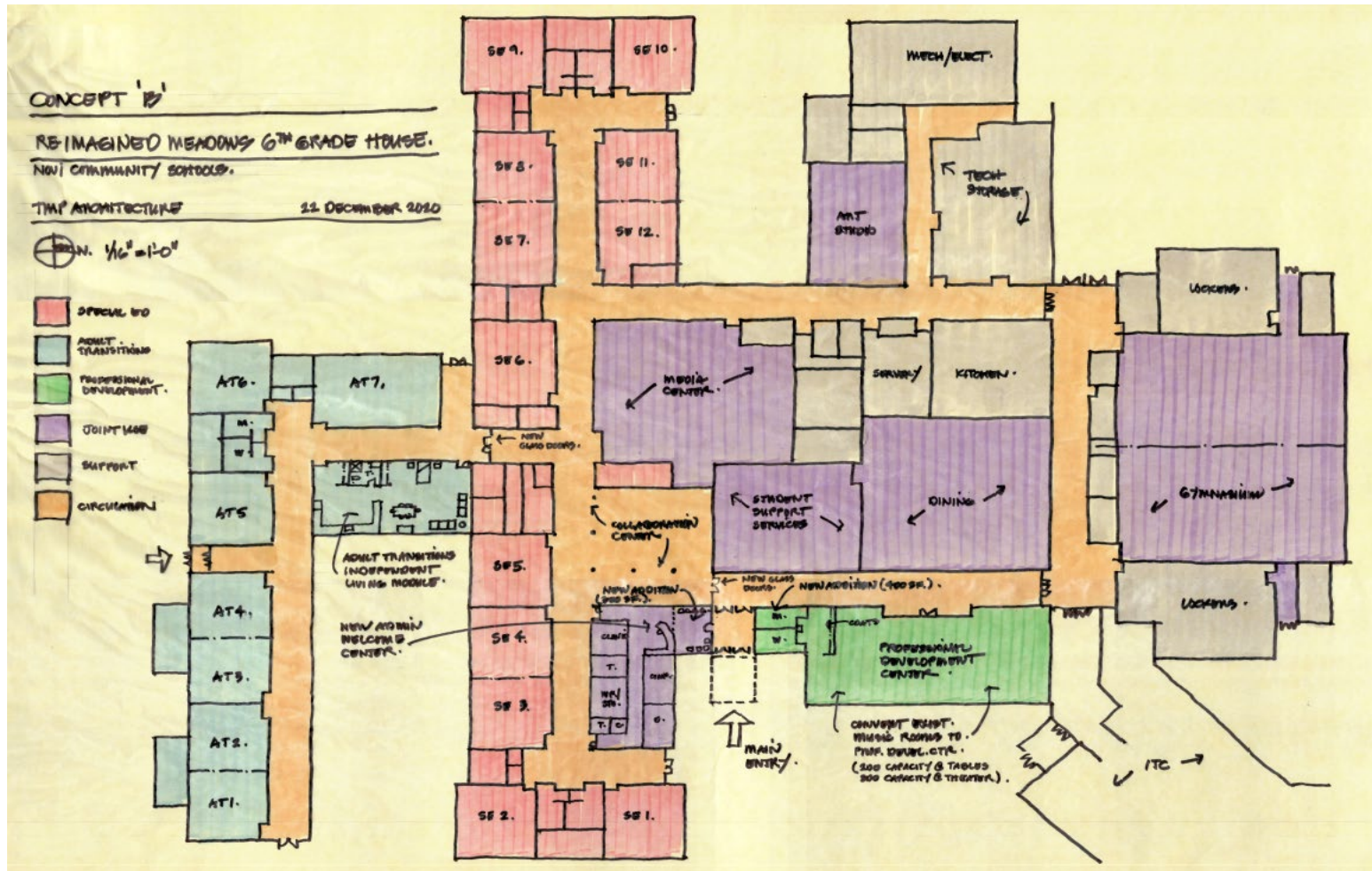




Proposed Phasing Plan



Meadow's 6th Grade House – Recommended Programming Option



High School Recommended Programming Option



Walsh Community College Novi Campus

Budget Considerations

OWNER:	NOVI COMMUNITY SCHOOLS DISTRICT										DRAFT				PRINT DATE:		12/23/2020	
PROJECT:	Cost Comparison of:				High School CAT Lab and 6th Grade Building Remodeling						TMP PROJECT #		TBD					
				vs.						MCS PROJECT #		TBD						
Purchase & Walsh Building/Remodeling and 6th Grade Building Remodeling																		

WALSH BUILDING AND PROGRAM REVIEW

DRAFT

2019 Bond Budget Proposed w/
Walsh Variance

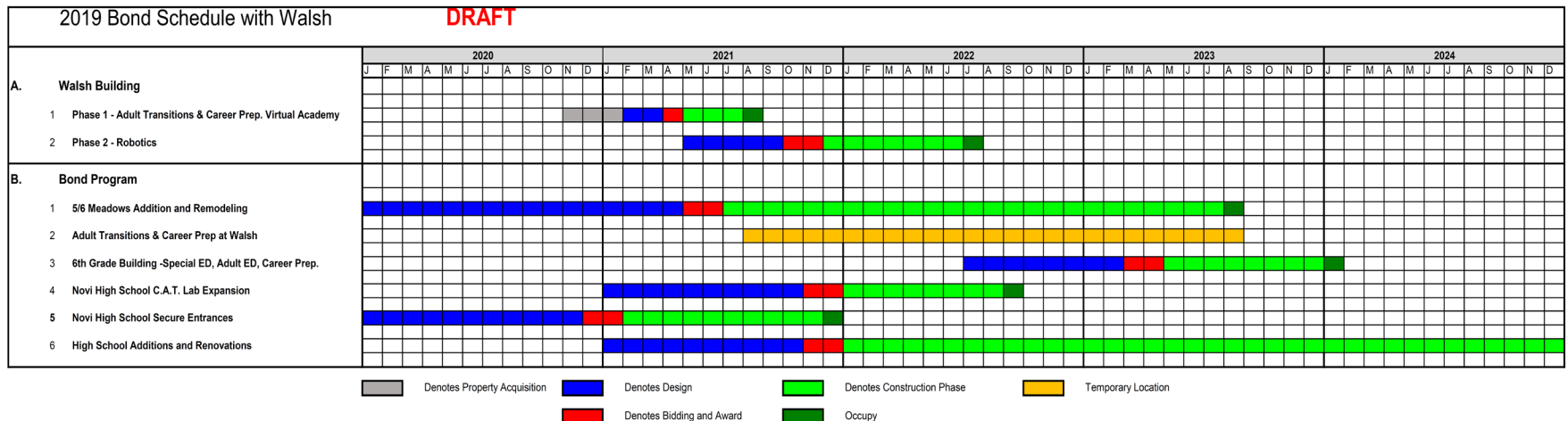
A. Walsh Building				
1	Purchase of Building	\$ -	\$ 4,150,000	
2	Phase 1 - Adult Transitions & Career Prep. Virtual Academy	\$ -	\$ 1,102,212	
3	Phase 2 - Robotics	\$ -	\$ 1,208,000	
B. Bond Program Costs				
1	Temp. Space for Adult Transitions & Career Prep	\$ 1,000,000	\$ -	
2	6th Grade Building Special ED, Adult ED, Career Prep.	\$ 3,698,804	\$ 2,638,785	
3	High School Novi High School C.A.T. Lab Expansion	\$ 4,436,836	\$ 987,500	
Sub Total:		\$ 9,135,640	\$ 10,086,497	\$ (950,857) Shortfall

C. Novi High School				
1	BP#4 - Novi High School Secure Entrances	Awarded		
2	BP#4 - Savings from Novi High School Secure Entrances	\$ (920,000)		Savings
3	Novi High School Multi-Use Space (extension of NAC)	\$ 1,746,480	\$ 1,746,480	
4	Novi High School C.A.T. Lab Expansion	In above	In above	
5	Novi Activity Center	\$ 14,291,977	\$ 14,291,977	
6	High School Additions and Renovations	\$ 45,679,849	\$ 45,679,849	
Sub Total:		\$ 61,718,306	\$ 60,798,306	
Total:		\$ 70,853,946	\$ 70,884,803	\$ (30,857) Shortfall

Schedule Considerations

- Board Work Session #01 - November 05, 2020
- Board Approved Purchase Agreement – November 19, 2020
- Due Diligence Period November 20, 2020 – January 22, 2021
- End of Due Diligence Period (Accept, Extend, or Reject) – January 22, 2021
- Extended Due Diligence Period (30) days if Accepted – January 23, 2021 – February 22, 2021
- Board Work Session #02 – January 14, 2021
- Board Meeting to Act – January 21, 2021
- **Note:** If accepted, closing must occur within (15) days concluding Due Diligence Period

*Novi Community School District
Walsh College Building Study
Draft Program Schedule
December 10, 2020*





Walsh Community College
Novi, Michigan

Appendix

- ☐ Program Utilization Narratives
- ☐ Aerial Map
- ☐ Property Survey
- ☐ Floor Plans



Program Statement - Career Prep, Adult Education, and Adult ESL

Walsh College Location

We may establish a partnership with Oakland Community College in Farmington Hills and Goodwill Industries-Michigan Works (Novi) who would rent space at Walsh to offer certificate programs to the community such as Nurses Assistant, Medical Assistant, Phlebotomy, Cybersecurity, Red Cross CAN program.

Walled Lake Community Schools did not offer ESL classes this fall. The continuation of their adult education program is in question for the future. The Walsh College location potentially opens opportunities to capture additional ESL students in the area.

Oakland Opportunity Academy (OOA) an alternative education program, closed last year. The Walsh location offers opportunities for us to increase students in our Career Prep Program who previously attended OOA.

The Walsh location also puts our programs closer to the Farmington area, which has a large Indian community. This location could provide us an opportunity to capture additional Adult ESL students because of the convenient location.

If the Asian Village of Novi development continues, (condominiums, storefronts professional offices, etc.) the Walsh location would be perfect to capture those individuals for our Adult ESL program.



Program Statement - Virtual Academy

With every crisis comes an opportunity.

The COVID-19 pandemic and the ensuing forced closure of public schools for an extended period of time, necessitated public school districts move to and, in most cases, create a virtual option for their students. As we anticipate a return to traditional public school opportunities including the return of five-day per week in-person learning the question arises as to what public schools will do with their virtual options.

In our district I would propose that we create a Novi Community School District Virtual Academy that would provide a continuing comprehensive K-12 virtual option. The proposal is to provide this option for both school district residents and for out of district residents through a school of choice option.

Purpose

It is anticipated that there will be district parents and students, either because of continuing health concerns or because of successful experiences in a virtual environment, who wish to continue learning in a virtual format after the pandemic ends. Maintaining and enhancing this opportunity will continue to connect district residents to our school district who may have been tempted to look elsewhere for a virtual experience.

Opening the opportunity to out of district school of choice students will attract students and families who want to experience the Novi Community School District difference. Sections 105 (within your county) and 105c (contiguous ISD) schools of choice both provide two avenues for admitting students: (1) unlimited openings (we would not want to choose this option); or (2) limited openings. If the District is limiting the number of openings, the District is required to “publish the grades, schools, and special programs, if any, for which enrollment may be available to, and for which applications will be accepted from, nonresident applicants.” In our scenario, the District would only publish openings in the virtual school and make it *very clear* in the posting that the District has only opened choice in that particular program.

Ultimately the Board of Education would need to approve this opportunity for out of district school of choice students. The school of choice law creates the opportunity for the district to limit enrollment to the virtual academy so that it is not a backdoor into other schools in the district.

Structure

The Novi Community School District Virtual Academy would use district teachers to teach our Novi Community School District curriculum in a virtual format. A team of educators would be recruited from our staff to develop and provide opportunities K-12. The end of the 2019-2020 and the beginning of the 2020-2021 school year have provided our district staff experience in virtual teaching. These experiences provide a solid foundation on which we can build to create a program that would provide a high quality and engaging learning environment for virtual students.

It is anticipated at this time that the program would be led by a district administrator who would manage the teaching staff. The goal would be to slowly build the program so that it could become a revenue stream for the district that would cover the cost of the virtual program and also add to the general fund revenue of the district.



Program Statement - Special Education

Novi Meadows 6

Early On Birth - 3

Repurposed space at NM6 will provide office space for staff as there is currently no room for them at the ECEC. Additionally, staff will utilize space at NM6 to provide early intervention and transition activities for our Birth-3 students.

Preschool 3 - 5

Repurposed space at NM6 will provide office space for staff as there is currently no room for them at the ECEC. Additionally, staff will utilize space at NM6 to provide preschool evaluations and ASD programming.

K - 12

NM6 will provide space for self-contained programs for special needs students. This will provide us with the ability to return some NCSD students that are currently attending out of district center-based programs back to the district and to attract similar students from surrounding districts.

NATC 18 - 26

NM6 will provide appropriate space for enhanced opportunities for NATC students and room for the program to grow.

Parent Programs

NM6 will offer appropriate space to provide programs for the parents of our students with special needs

After Hours Space Rental

There is high demand for quality space for Applied Behavior Analysis and other therapies. NM6 will be an attractive location for private practice service providers to rent space.



Program Statement - Center for Advanced Technology (CAT)

Novi High School

A facility that will allow us to expand on the K-8 approach to STEM

K-4	Curiosity Kits
5	Micro:bits
6	Comau Robotics
7	Multidisciplinary STEM
8	Dive into Ideation/Creation

Critical Questions that will guide the design of this facility

How do we build upon our K-8 Programming?

What opportunities do we hope to provide for our students?

How do we maximize the flexibility of the facility so that it can be adjusted to meet the changing needs of our students over time?

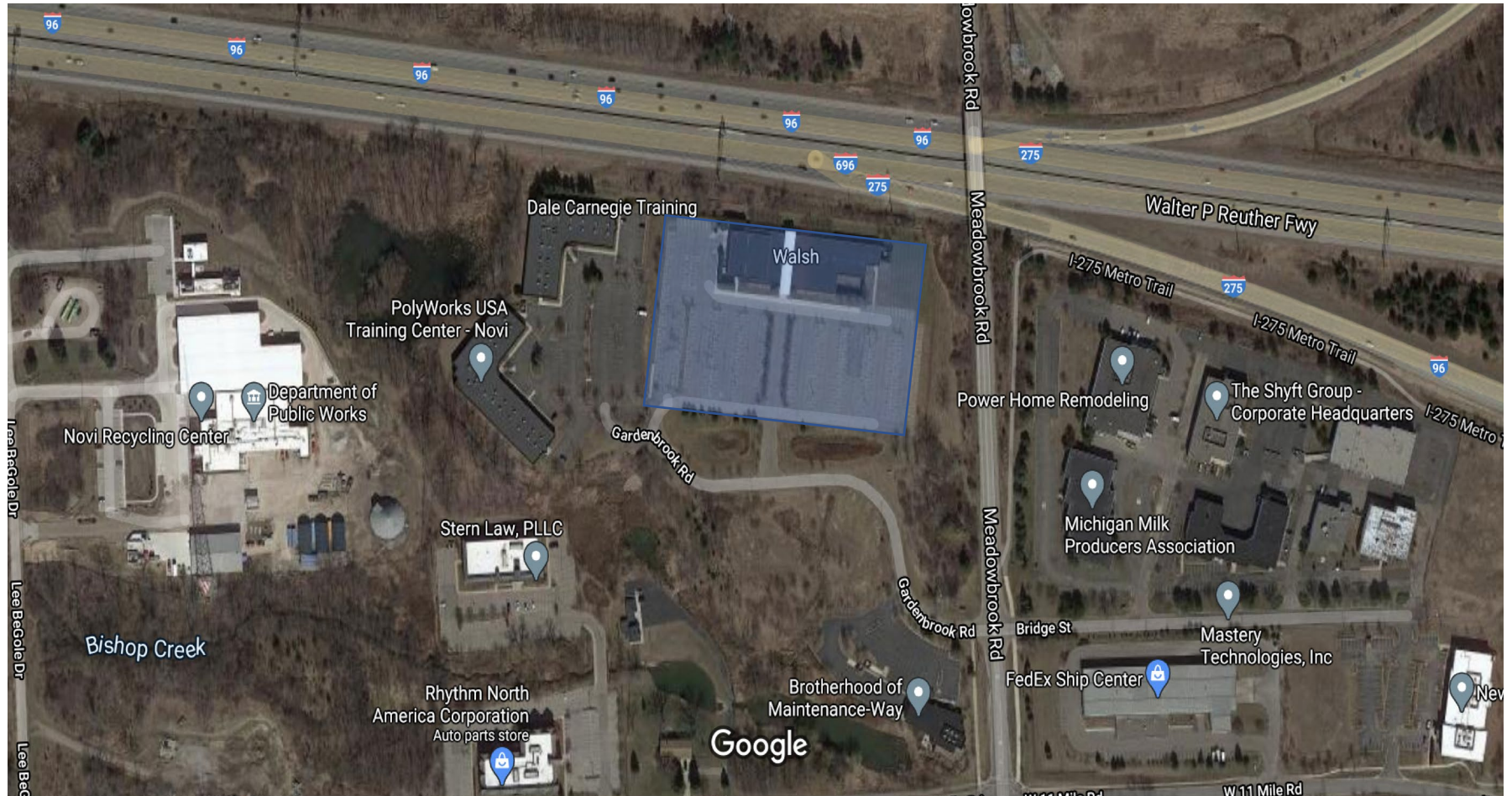
Do we hope to provide certification opportunities for students in areas such as robotics/electric vehicle maintenance/construction/horticulture?

Do we need a dedicated multimedia production area?

Are we interested in e sports?

What community partnerships can be developed to enhance the impact of the learning opportunities we offer to our students?

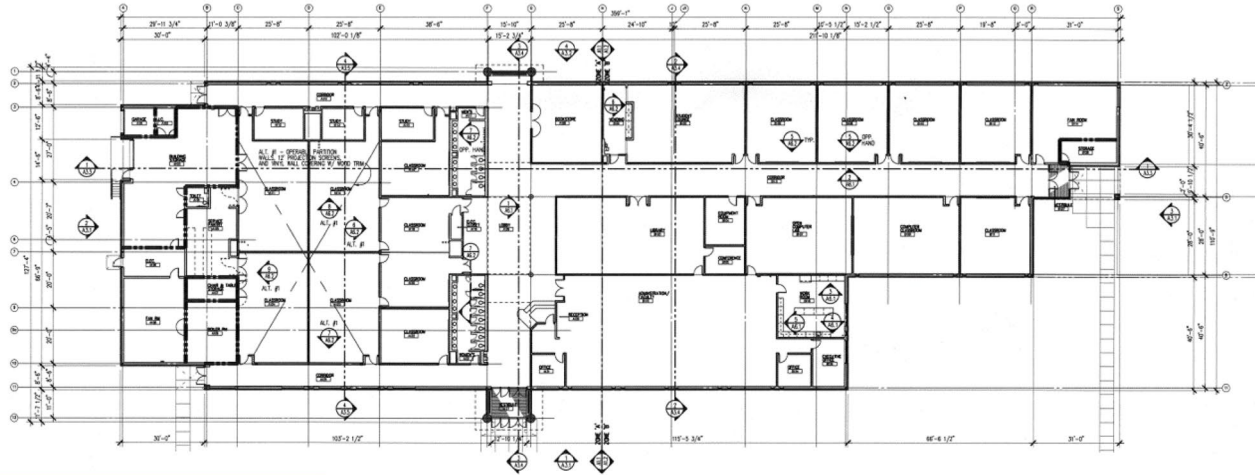
Walsh Community College Novi Campus – Aerial Map



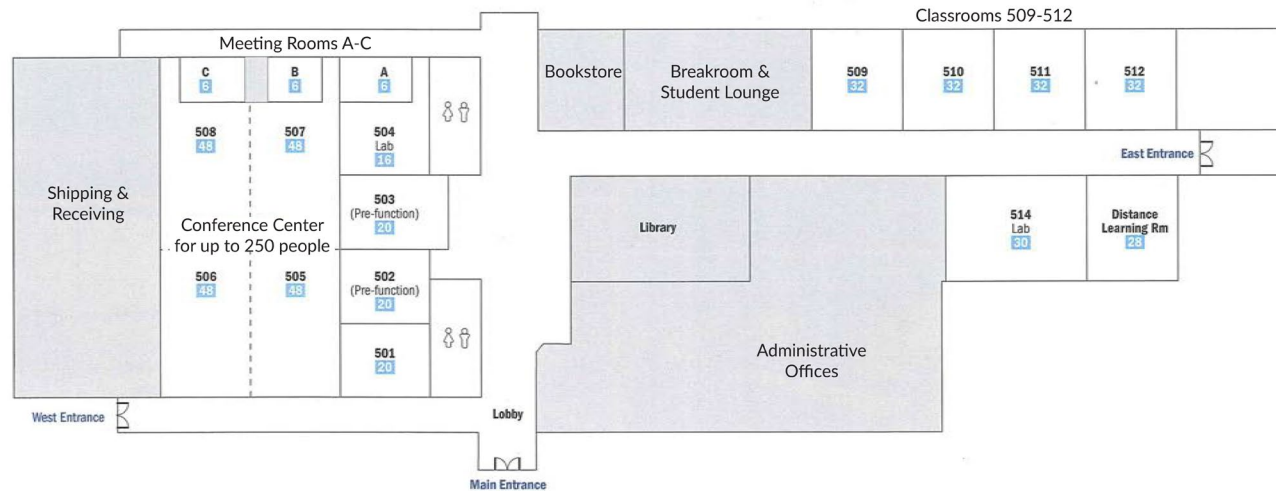
[illegible]

Walsh Community College Novi Campus – Floor Plans

As-Built Floor Plan



Previous Use Space Plan



**BOARD OF EDUCATION
NOVI COMMUNITY SCHOOL DISTRICT
NOVI, MICHIGAN
January 14, 2021**

SUPERINTENDENT OF SCHOOLS

TOPIC: Superintendent Mid-Term Update

The Novi Community School District Board of Education will discuss the Superintendent's self-evaluation and contract. The self-evaluation was shared with the Board on December 18, 2020.

**APPROVED AND RECOMMENDED FOR
BOARD INFORMATION AND DISCUSSION**



Steve Matthews, Superintendent