



**NOVI COMMUNITY SCHOOL DISTRICT**  
*PROVIDE IMPACTFUL OPPORTUNITIES FOR ALL TO CULTIVATE LIFELONG LEARNING.*

# **Board of Education 2022 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

**Mrs. Mary Ann Roney**  
Trustee

**Meeting Date:** January 6, 2022  
Educational Services Building  
25345 Taft Road  
Novi, MI 48374



**NOVI BOARD OF EDUCATION**  
**Regular Meeting – January 6, 2022**  
**7:00 PM**  
**AGENDA**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLIANCE**
- III. APPROVAL OF AGENDA**
- IV. NATIONAL SCHOOL BOARD MONTH RESOLUTION**
- V. ELECTIONS OF OFFICERS**
- VI. BOARD COMMITTEE APPOINTMENTS**
- VII. 2022-2023 BOARD MEETING SCHEDULE**
- VIII. COMMENTS FROM THE AUDIENCE RELATED TO AGENDA ITEMS**
- IX. CONSENT AGENDA A**
  - a. Approval of Minutes
  - b. Approval of Field Trip(s)
- X. CONSENT AGENDA B**
- XI. ACTION ITEMS**
  - a. Personnel Report
  - b. Bid Package #9 – Theatrical Drapery and Rigging Replacement
- XII. INFORMATION AND DISCUSSION**
  - a. Proposed Refunding - 2014 School Building and Site Bonds, Series I
  - b. 2022 School Building and Site Bonds, Series II
- XIII. COMMENTS FROM THE AUDIENCE**
- XIV. SUPERINTENDENT’S REPORT**
- XV. ADMINISTRATIVE REPORTS**
- XVI. BOARD COMMUNICATION**
- XVII. CLOSED SESSION**
- XVIII. ADJOURNMENT**

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**SUPERINTENDENT OF SCHOOLS**

**TOPIC:** Recognizing the month of January 2022 as National Local School Board Month.

**Whereas,** Michigan is home to more than 600 board of educations that work to enrich the lives of Michigan's students through education and directly influence instruction in Michigan's public schools; and,

**Whereas,** Article VIII, Section 2 of the Michigan Constitution of 1963 states that providing for the education of Michigan's children is a fundamental duty of state government; and,

**Whereas,** local school board members represent their community to ensure that educational opportunities are provided to the children and young adults in their community that will advance student achievement in the schools and communities in which they serve; and,

**Whereas,** during this month, we join with the Michigan Association of School Boards, Michigan Department of Education, local school districts and community organizations to recognize and raise awareness of the countless efforts and contributions of local school boards and school board members throughout Michigan;

**NOW, THEREFORE,** be it resolved that we, the Novi Community School District, do hereby proclaim the month of January 2022 as Local School Board Month; and honor the contribution of Novi Community School District school board members:

- a) Danielle Ruskin
- b) Paul Cook
- c) Willy Mena
- d) Kathy Hood
- e) Tom Smith
- f) Bobbie Murphy
- g) Mary Ann Roney

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**BOARD OF EDUCATION**

**TOPIC:** Election of School Board Officers

The Board of Education elects officers annually not earlier than January 1st immediately following an election held on a November regular election date and not later than the first meeting in January.

At a Board Work Session, held on Thursday, December 16, 2021, all Board members discussed the Board committees and officer positions.

**RECOMMENDATION:**

That the Novi Board of Education elects the following officers for 2022 for the positions of:

- President Dr. Danielle Ruskin
  
- Vice President Paul Cook
  
- Secretary Willy Mena
  
- Treasurer Kathy Hood

**APPROVED AND RECOMMENDED  
FOR ELECTION OF OFFICERS**

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**BOARD OF EDUCATION**

**TOPIC:** Board Committee Appointments

The Board President may identify Board members, or Board members may express an interest, for committee appointments or representation as Board liaisons. At a Board Work Session, held on Thursday, December 16, 2021, all Board members discussed the Board committees and officer positions. Board committee opportunities include:

- Novi Educational Foundation Liaison – meets the third Monday evening of the month;
- Community Education Liaison – meets the first Wednesday early morning of the month;
- OCSBA Government Relations Committee Liaison – meets on the first Wednesday of each month;
- Standing Committees:
  - Capital Projects Committee
  - Curriculum Committee
  - Finance Committee
  - Governance and Policy Committee
  - Diversity, Equity, & Inclusion (DEI) Committee (will meet quarterly)

**RECOMMENDATION:**

That the Novi Board of Education makes the following liaison and committee assignments for 2022:

**Liaisons:**

Novi Educational Foundation - Kathy Hood  
Community Education- Tom Smith  
OCSBA - Mary Ann Roney

**Capital Projects:** Willy Mena (chair), Paul Cook, Tom Smith

**Curriculum:** Bobbie Murphy (chair), Mary Ann Roney, Willy Mena

**Finance:** Kathy Hood (chair), Mary Ann Roney, Danielle Ruskin

**Governance and Policy:** Tom Smith (chair), Paul Cook, Willy Mena

**Diversity, Equity, & Inclusion:** Bobbie Murphy, Kathy Hood, Danielle Ruskin \*Chair TBD\*

**APPROVED AND RECOMMENDED  
FOR COMMITTEE APPOINTMENTS**

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**SUPERINTENDENT OF SCHOOLS**

**TOPIC: 2022-23 Board of Education Meeting Schedule Revision**

A tentative 2022-2023 Board of Education Meeting schedule is presented tonight for review and discussion with these meetings being held at the Educational Services Building, located at 25345 Taft Road, Novi Michigan 48374. The tentative schedule includes proposed dates for the Board Workshops.

**RECOMMENDATION:**

That the Board of Education approve 2021 Board of Education Meeting calendar as presented.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

A handwritten signature in black ink, appearing to read "Steve Matthews", written over a horizontal line.

**Steve Matthews, Superintendent**



# Novi Community School District

25345 Taft Rd., Novi, MI 48374 Phone: (248) 449-1204

## 2022-2023 Board of Education Meetings

*Meeting Location: Board Room - Educational Services Building (ESB)*

*July 14, 2022	Thursday	7:00 p.m.	ESB
<b>August 11, 2022 (workshop session)</b>	<b>Thursday</b>	<b>7:00 p.m.</b>	<b>ESB</b>
August 18, 2022	Thursday	7:00 p.m.	ESB
August 31, 2022 (for Personnel Report approval)	Wednesday	5:00 p.m.	ESB
September 8, 2022	Thursday	7:00 p.m.	ESB
September 22, 2022	Thursday	7:00 p.m.	ESB
October 6, 2022	Thursday	7:00 p.m.	ESB
October 20, 2022	Thursday	7:00 p.m.	ESB
November 3, 2022	Thursday	7:00 p.m.	ESB
<b>November 10, 2023 (workshop session)</b>	<b>Thursday</b>	<b>7:00 p.m.</b>	<b>ESB</b>
November 17, 2022	Thursday	7:00 p.m.	ESB
December 1, 2022	Thursday	7:00 p.m.	ESB
December 15, 2022	Thursday	7:00 p.m.	ESB
January 12, 2023	Thursday	7:00 p.m.	ESB
January 19, 2023	Thursday	7:00 p.m.	ESB
February 2, 2023	Thursday	7:00 p.m.	ESB
February 16, 2023	Thursday	7:00 p.m.	ESB
March 2, 2023	Thursday	7:00 p.m.	ESB
<b>March 9, 2023 (workshop session)</b>	<b>Thursday</b>	<b>7:00 p.m.</b>	<b>ESB</b>
March 16, 2023	Thursday	7:00 p.m.	ESB
April 6, 2023	Thursday	7:00 p.m.	ESB
April 20, 2023	Thursday	7:00 p.m.	ESB
May 4, 2023	Thursday	7:00 p.m.	ESB
May 18, 2023	Thursday	7:00 p.m.	ESB
June 1, 2023	Thursday	7:00 p.m.	ESB
June 15, 2023 (Career Prep Graduation @ 6:00)	Thursday	7:30 p.m.	ESB
<b>June 22, 2023 (workshop session)</b>	<b>Thursday</b>	<b>7:00 p.m.</b>	<b>ESB</b>

\*Board approved as July 7<sup>th</sup> in 2021 – Change to July 14<sup>th</sup>

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**SUPERINTENDENT OF SCHOOLS**

**TOPIC:** Consent Items

Items included in the Consent Items are those which have previously been considered by the Board in committee or at a prior meeting, or of such a routine nature, that discussion is not required. Board members may request that any items be removed from Consent Items for further discussion, if additional information is needed or available.

**CONSENT ITEMS**

- A. Approval of Minutes
  - a. Regular Meeting Minutes of December 16, 2021
  
- B. Approval of Field Trip(s)
  - a. Michigan Music Conference

**RECOMMENDATION:**

That the Novi Community Schools Board of Education approve the Consent Item(s) as presented.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

  
\_\_\_\_\_  
Steve Matthews, Superintendent



**Minutes of a Regular Meeting, December 16, 2021  
Novi Community School District  
Board of Education**

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A Regular Meeting of the Board of Trustees of Novi Community School District was held on Thursday, December 16, 2021, beginning at 7:01 PM.

Present: Dr. Ruskin, Mr. Mena, Mrs. Murphy, and Mrs. Hood  
(by Roll Call)

Absent: Mr. Cook, Mr. Smith, Mrs. Roney

**PLEDGE OF ALLEGIANCE**

Members of the audience joined with the Board in the Pledge of Allegiance.

**APPROVAL OF THE AGENDA**

It was moved by Mrs. Murphy and supported Mrs. Hood by that the Novi Board of Education approve the agenda as amended, moving the closed session to the work session agenda.

Ayes: 4 Dr. Ruskin, Mr. Mena, Mrs. Murphy, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

**REPORTS TO THE BOARD**

**Fall Bond Update**

The Capital Project Committee met on Monday, November 22, 2021, in the afternoon to go over and discuss key activities and progress update of the design team and the construction team.

Tonight, Kevin Donnelly, of Plante Moran CRESA, presented an update on the Fall Bond Program.

**Overview of NCSD Response, ALICE Protocols, and Preparation for Return**

At the December 2, 2021 Board meeting, Dr. RJ Webber, Acting Superintendent and Assistant Superintendent for Academics Services, Dr. Gary Kinzer, Assistant Superintendent of Human Resources, and Mr. Greg McIntyre, Assistant Superintendent of Business and Operations presented a status update in response to the Oxford School District Event. They described in detail the emotional health and safety discussions that took place with all District administrators and explained the discussions that were to continue the following day.

Tonight, Dr. Webber gave an overview of the three (3) day discussions and training that took place and gave a snapshot of the District's response to school safety.

**COMMENTS FROM THE AUDIENCE RELATED TO AGENDA ITEMS**

There were no comments from the audience.

**CONSENT AGENDA ITEMS**

Items included in the Consent Items are those which have previously been considered by the

Board in committee or at a prior meeting, or of such a routine nature, that discussion is not required. Board members may request that any items be removed from Consent Items for further discussion, if additional information is needed or available.

**CONSENT ITEMS**

- A. Approval of Minutes
  - a. Regular Meeting Minutes of December 2, 2021
  - b. Work Session Minutes of December 2, 2021
  - c. Closed Session Minutes of December 2, 2021
  
- B. Approval of Donation(s)
  - a. Anonymous Donation

It was moved by Mrs. Murphy and supported by Mr. Mena that the Novi Community Schools Board of Education approve the Consent Item(s) as presented.

Ayes: 4 Dr. Ruskin, Mr. Mena, Mrs. Murphy, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

**ACTION ITEMS**

**Personnel Report A**

Gary Kinzer, Assistant Superintendent of Human Resources, presents for your consideration the following personnel changes:

**A. New Hires**

<u><i>Name</i></u>	<u><i>Bldg.</i></u>	<u><i>Assignment</i></u>	<u><i>Reason</i></u>	<u><i>Rate</i></u>	<u><i>Effective</i></u>
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**B. Retirements and Resignations**

<u><i>Name</i></u>	<u><i>Bldg.</i></u>	<u><i>Assignment</i></u>	<u><i>Reason</i></u>	<u><i>Effective</i></u>
Lee, Agnes	OH	2 <sup>nd</sup> Grade Teacher	Retired	12-17-21
Malbon, Jody	ESB	Payroll Manager	Resigned	01-07-22

**C. Leaves of Absence**

<u><i>Name</i></u>	<u><i>Bldg.</i></u>	<u><i>Assignment</i></u>	<u><i>Reason</i></u>	<u><i>Effective</i></u>
Ellies, Mary	VO	3 <sup>rd</sup> Grade Teacher	LOA #1-Child Care	01-03-22 to 06-30-22

It was moved by Mr. Mena and supported by Mrs. Murphy that the Novi Community School District Board of Education adopts the personnel report recommendations as presented.

Ayes: 4 Dr. Ruskin, Mr. Mena, Mrs. Murphy, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

**Personnel Report B**

Dr. Steve Matthews, Superintendent, recommends the following administrative hire:

**Name:** Melissa Lane  
**Building:** Deerfield  
**Assignment:** Principal  
**Reason:** New hire  
**Effective Date:** 1/31/2022

Dr. Julie Bedford, principal of Deerfield Elementary School, informed the Superintendent of her intent to retire in October 2021.

Several steps were taken to develop an understanding of the needs of Deerfield. Staff and parents both had an opportunity to give a perspective of what qualities were needed in the next principal of Deerfield. Cabinet also considered the position and the needs of the students and staff.

The initial posting generated almost 80 applicants.

Based on our online pre-screener, 11 candidates were selected for the first round of telephone interviews. These interviews were conducted by Dr. Kinzer. From that screening, six (6) were selected for in-person interviews before a panel of district administrators, Deerfield staff, and Deerfield parents. One (1) of the six (6) candidates was an internal Novi teacher.

The committee recommended three candidates to the Superintendent.

The Superintendent interviewed the three candidates on Tuesday, November 23rd. Based on these interviews, the panel interview, the leadership profile developed through HumanEX, and discussions with Cabinet, Melissa Lane is recommended to be the next principal of Deerfield Elementary School.

Ms. Lane began her educational career as an elementary teacher in the Birmingham Public Schools, where she taught first, second, and third grades. After teaching for 11 years, Ms. Lane was assigned the position of Instructional Specialist at Pembroke Elementary School in Birmingham, where she provided direct instructional support to teachers as well as district wide professional development.

In 2017, Ms. Lane was selected to serve as principal at North Road Elementary School in the Fenton Area Public Schools. As a principal in Fenton, Ms. Lane has successfully led her school in developing strong instructional practices centered on data and research-based pedagogy.

Ms. Lane demonstrated a deep knowledge of teaching and learning, supporting students, working with parents, and supporting staff. Most importantly, she clearly articulated her deep concern for and support for students. Ms. Lane is knowledgeable of MTSS, understanding data, developing teams, and supporting all the students in her care, as the building principal.

Ms. Lane is a proven leader and will serve the Deerfield community well.

It was moved by Mrs. Murphy and supported by Mrs. Hood that the Novi Community School

District Board of Education approve Melissa Lane as the new principal for Deerfield Elementary School.

Ayes: 4 Dr. Ruskin, Mr. Mena, Mrs. Murphy, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

2021-22 Board of Education Meeting Schedule Revision

On September 9, 2021, the Board approved the 2021-2022 revised meeting schedule that included the rest of the 2021-2022 school year. A schedule conflict has appeared for June 2, 2021. That is the same date as the Novi High School Commencement Ceremony at EMU.

It is being recommended that June 2, 2021 be rescheduled for June 9, 2021.

This came before the Board at their November 18, 2021 Board meeting for information and discussion. It comes back tonight for Board action

These meetings will be held at the Educational Services Building, located at 25345 Taft Road, Novi Michigan 48374. The tentative schedule includes the proposed dates that will change.

It was moved by Mr. Mena and supported by Mrs. Murphy that the Novi Community School District Board of Education, approve the revised Board meeting schedule as presented.

Ayes: 4 Dr. Ruskin, Mr. Mena, Mrs. Murphy, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

Novi Meadows Addition and Renovation Structure Cabling Project

IDS worked with the district technology staff, building administration, TMP, and Oakland Schools Technology to determine the structured cabling system for the Novi Meadows addition. The cabling acquired and installed will provide the necessary infrastructure for classroom and office data, wireless access, security cameras, and electronic signage.

On Tuesday November 9, at 2:00 PM, the received bids were opened and publicly read. The six firms that submitted bids were: AmComm Telecommunications, Capricorn Diversified Systems, Complete Interactive Technologies, Infinity Technology Group, Moss Audio, and Technology Solutions Unlimited.

The base bid received were:

<b>Bidder's Name</b>	<b>Bid Bond</b>	<b>Familial Disclosure</b>	<b>Affidavit of Compliance</b>	<b>Base Bid</b>
Moss Audio	Yes	Yes	Yes	\$87,762.07
Complete Interactive Tech.	Yes	Yes	Yes	\$90,492.83
Amcomm Telecomm.	Yes	Yes	Yes	\$94,500.00
Capricorn Diversified	Yes	Yes	Yes	\$96,750.00
Infinity Tech Group	Yes	Yes	Yes	\$102,493.00
Technology Solutions Unl.	Yes	Yes	Yes	\$117,609.00

IDS recommends award of the Meadows Addition Structured Cabling project be awarded to Moss Audio in the amount of \$87,762.07. The project is within the established budget for the scope of the bond projects.

IDS also recommends a district managed contingency of \$17,553. This is 20% of the award based on potential modifications that may be necessary due to delays in construction.

The total award for this project is \$105,315.07

It was moved by Mr. Mena and supported by Mrs. Murphy that the Novi Community School District Board of Education, award the Novi Meadows Addition Structured Cabling project to Moss Audio in the amount of \$87,762.07 and approve the recommended district managed contingency of \$17,553 for a project total of \$105,315.07.

Ayes: 4 Dr. Ruskin, Mr. Mena, Mrs. Murphy, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

INFORMATION AND DISCUSSION

Novi Theatrical Drapery and Rigging Replacement

On Thursday November 18, 2021, at 1:00 PM, sealed bids were received and publicly open. In attendance were representatives from the Novi Community School District, McCarthy & Smith, Inc., TLS Sales, Inc., and interested bidders. It was determined that seven of the District buildings warranted replacement of theatrical drapery and rigging due to deterioration of the fabrics' fire retardant properties, over the years.

The project team conducted post bid interviews and based on the project team's review of the proposals and bidders, they are recommending the following to Novi Community School District for contract award:

**Bid Division 134: Theatre & Stage Rigging**

Mr. Patrick Burns

**North Coast Studios, Inc.**

29181 Calahan Rd.

Roseville, MI 48066

<b>Base Bid</b>	<b>\$ 123,637.00</b>
Allowance	\$ 20,000.00
PLM Bond (CIA Financial)	\$ 3,263.00
<b>TOTAL</b>	<b>\$ 146,900.00</b>

**AWARD RECOMMENDATION AMOUNT: \$146,900.00**

COMMENTS FROM THE AUDIENCE

There no comments from the audience.

### ACTING SUPERINTENDENT REPORT

Dr. RJ Webber, Acting Superintendent and Assistant Superintendent for Academic Services, expressed his gratitude to everyone. He reported that the past two (2) and a half weeks has been very difficult. Dr. Webber stated that it was one of our communities that was very close to some of you. He said that every time we drop our kids off at school, we believe that they are going to have a great day and come back and that did not happen in Oxford. Dr. Webber mentioned that many of you prayed, sent love and care towards that community and he just wanted to say, as a public educator, thank you.

Dr. Webber reported that he watched the Oxford School Board meeting two (2) nights ago. He stated that the administrators, school board members, counselors who had the grace to take the anger and the frustration of some of the community members is really a testament. Dr. Webber said that school board members are not paid any money. He mentioned that they live in the community, go to the bakery, go to the grocery store, and his heart went out watching that Board meeting.

Dr. Webber reported how they did what a representative democracy should do, which is interact with each other. He stated that he thought that in some of our worst moments we can find some of our best moments of who we are.

Dr. Webber said that for the teachers, kids, and everyone, he was going to really enjoy the next two (2) weeks like he never enjoyed them before. He mentioned that he could not thank the people in the room and everyone in the district enough for the past few weeks. Dr. Webber remarked that he had never seen anything like it and the way that everyone came together as a community was a beautiful thing about our country and about public education. He wished everyone a great holiday season.

### ADMINISTRATIVE REPORTS

Mr. Greg McIntyre, Assistant Superintendent of Business and Operations, stated that to build upon what Dr. Webber had been saying, what an amazing team we have here. He said that he was glad Dr. Ruskin had a chance to witness what he has been with since he has been here and that is the amazing administration, teachers, and support staff. Mr. McIntyre expressed his gratitude to everyone for the.

Mr. McIntyre reported that we had a family loss in the transportation department and he went over there. He thanked Dr. Webber and Darby Hoppenstedt for setting up counseling. Mr. McIntyre stated that there were about 14 or 15 of us and they really needed that. He said there was a lot of sharing, a lot of tears, and a lot of reflecting and some of it hit home. Mr. McIntyre mentioned that at the end of the 45 minutes, they ended up in a better place and it was much needed.

Mr. McIntyre reported that it has been a pretty tough year and he wanted to wish everyone a happy holidays. He stated to the Board, thank you for your support throughout the entire year. Mr. McIntyre said to his cabinet teammates, and hopefully Dr. Matthews is watching, to all of his co-workers, the entire Novi community, and all of the parents who came in at night, wrote emails,

we advocate for their kids. He sent his thanks to all and to all of the kids, just have a happy holiday season. Mr. McIntyre said let us come back in January rejuvenated and get at it again.

Dr. Gary Kinzer, Assistant Superintendent of Human Resources, extended his best wishes to the entire school community, our administrators, our teachers, our staff members, the Board, and the entire community. He said, enjoy a restful break. Dr. Kinzer stated that he is looking forward to coming back in the new year and said thank you.

#### BOARD COMMUNICATION

Mrs. Murphy, Board Trustee, stated that she really hopes that people can use this time to regroup and restore and all of those things that we need so desperately, periodically throughout the year, especially now. She said that she hopes people would be able to enjoy their families, hug their kids a lot, even if they do not want to be hugged, and just enjoy the time together.

Mr. Mena, Board Secretary, reported that there is a basketball tournament at the high school, coming on Tuesday. He stated that they are hosting a five-team basketball tournament. Mr. Mena said that the exciting news is, if anyone has ever spent time in the performance gym, the sound system there is horrible, the new sound system is supposed to ship, from Daktronics, tomorrow. He mentioned that they are going to try to get it installed during the holiday. Mr. Mena wished everyone a really great holiday.

Mrs. Hood, Board Treasurer, wished everyone a happy holiday and happy two-week break. She reported that she was thinking about the report they had tonight and when she was leaving home to come here, she had a moment of anxiety. Mrs. Hood stated that she is so exhausted thinking about this and she is just a spectator.

Mrs. Hood said that she is so grateful and thankful for all of the people who interact with our kids and really across Oakland County. She mentioned to get up in the morning, come here, and be ready for those little faces looking at them is something that she could not imagine having to do. Mrs. Hood expressed her double thanks for all.

Dr. Danielle Ruskin, Board President, thanked Dr. Webber, as the acting superintendent, with his cabinet. She reported that the three (3) of them have been just remarkable, the communication. Dr. Ruskin stated she knows that Dr. Matthews has been sorely missed and he had no idea when he planned his surgery that this would be the next crisis at hand. She said that she knows they (the cabinet members) have been in communication with him, but she thanked them for their work, their transparency, and their communication with all of them and the community. Dr. Ruskin mentioned that it has been fantastic, in a time where things are extremely challenging.

Dr. Ruskin reported she had the opportunity to watch the school Board meeting. She stated that although it was heartbreaking to see the angst, the wanting to find fault, and all of that, she felt that as a whole the Oxford Community was so impressive. Dr. Ruskin said the parents, even in moments of extreme anger, went up and shared that in a professional way, just to communicate. She mentioned that the Board members and superintendent, in Oxford, know that they are in crisis and doing the absolute best that they can for the moment.

Dr. Ruskin reported that she shared with cabinet that with every tragedy there is opportunity and there is so much to be learned, so that we can figure out what our next plan of action is and what we need to do to continue to improve. She stated that she is looking forward to a two (2) week break with her kids and looking forward to January, when we come back. Dr. Ruskin mentioned that it is not going to be all roses and we are going to be back taking care of the situation at hand, but hopefully the rest and relaxation of the children and staff will bring some comfort and we will be ready to go again. She thanked everyone who sits here, listens and participates and is part of that circle that Dr. Webber shared.

ADJOURNMENT

It was moved by Mrs. Murphy and supported by Mr. Mena that the Novi Board of Education Regular Board meeting be adjourned.

Ayes: 4 Dr. Ruskin, Mr. Mena, Mrs. Murphy, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

The meeting adjourned at 8:40 p.m. The next regular meeting of the Board is scheduled for January 6, 2022 at 7:00 p.m., at the Educational Services Building.

\_\_\_\_\_  
Willy Mena, Secretary

An online recording of this meeting is available on YouTube and on the District Website: [novi.k12.mi.us](https://novi.k12.mi.us)

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**ASSISTANT SUPERINTENDENT FOR ACADEMIC SERVICES**

**TOPIC:** Michigan Music Conference Orchestra Trip

Jim VanEizenga, the Novi High School teacher, is presenting at the Michigan Music Conference in Grand Rapids and is requesting an opportunity for student travel and performances in that Michigan Music Conference. Parents would provide transportation in and from the conference and the students would not miss any days of school.

The cost of the trip is unspecified at this time. The Orchestra Boosters are planning on supporting the cost. Students will stay at the Amway Grand Hotel, chaperoned by Mr. VanEizenga and two (2) other chaperones.

**RECOMMENDATION:**

That the Novi Community Schools Board of Education approve the Michigan Music Conference Orchestra Trip to Grand Rapids, on January 28-29, 2022.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

  
\_\_\_\_\_  
Steve Matthews, Superintendent

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN**

**Out of State/Overnight Field Trip Approval Form**

**Field Trip:** Michigan Music Conference, Grand Rapids

**Dates of Trip:** January 28th and 29th, 2022

**Groups:** NHS Orchestra students

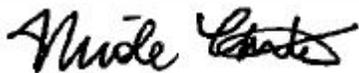
**Sponsor:** Jim Van Eizenga

**Summary:** Mr. Van Eizenga is presenting at the Michigan Music Conference. Approximately 13 students would accompany him as a demonstration group. Class objectives they would be working toward include score study and musical decision making skills. Five of these students are in All State and would be participating as well. Parents would transport students in their private cars and no school days would be missed. Students would stay at the Amway Grand Hotel in Grand Rapids. The cost for the trip is unspecified yet, though the Orchestra Boosters are planning on supporting it. Mr. Van Eizenga has led overnight field trips successfully in the past and will have one or two chaperones assisting him.

The attached Field Trip form has been reviewed and approved by:



Andrew Comb  
Assistant Principal



Nicole Carter  
Principal



RJ Webber  
Assistant Superintendent for  
Academic Services

11/22/21

Date of Request (12 weeks prior to trip)

1/28 - 1/29

Date of Trip

**OVERNIGHT, OUT OF STATE OR OUT OF COUNTRY FIELD TRIP REQUEST FORM**

Field Trip Coordinator: Van Ezenga Other Staff Members Attending: \_\_\_\_\_

Have you coordinated this trip in previous years?: YES  NO  If yes, when? \_\_\_\_\_

◊ If not, what is the most recent overnight trip you have coordinated? (List the group, date and trip description)

NYC Trip

◊ If you have never coordinated an overnight trip, which chaperone accompanying your group has overnight trip experience?

**\*\*It is required that one chaperone has previously coordinated an overnight trip\*\***

**TRIP INFORMATION**

Title of Field Trip: Michigan Music Conference Organization/Club/Course Name: Orchestra  
 Date(s) of Trip: 1/28-1/29 School Days Missed (by students): 0  
 Field Trip Destination: Grand Rapids City/State: MI  
 Departure Time: 11:00 am Departure Location: HS  
 Arrival Time: 2:00 pm Arrival Location: Grand Rapids - Amway  
 Cost per Student: Not sure yet Items included in cost: \_\_\_\_\_  
 Trip Funded By: Boosters hopefully

Please indicate which account number will be used to pay for:

Transportation: Account # \_\_\_\_\_ Guest Teacher(s): Account # \_\_\_\_\_ Trip Cost: Account # \_\_\_\_\_

**TRANSPORTATION/LODGING**

Method of Transportation (circle): School Bus  Charter Bus  Private Car  Walking  Other parents

School Bus: Tentative school bus confirmation made by \_\_\_\_\_ on \_\_\_\_\_ date

Charter Bus: Company \_\_\_\_\_ Contact #: \_\_\_\_\_

Private Car: Please complete the Volunteer Background Authorization Form for each driver and submit with field trip request. A copy of each driver's license, insurance and registration will also be required.

Lodging name: Amway Grand Hotel Address: 187 Monroe Ave GR Contact #: \_\_\_\_\_

Number of students attending: 13 Number of Chaperones: 1 or 2

Cost Per Student: Not sure Funded By (circle): Student  Other: Boosters

**CURRICULUM**

Complete the following questions if the trip is curricular.

1. What are the class objectives that tie into the proposed trip?

*Our score study a musical decision making skills.*

2. Describe the class activities prior to the field trip that will integrate the field trip with the curriculum.

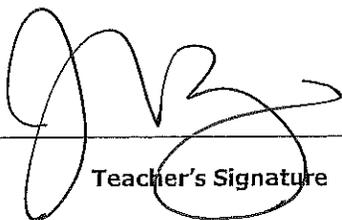
3. Why is the field trip the best way to achieve/reinforce the class objectives?

4. What follow-up activities will be used in the classroom/curriculum to assist the students in applying the experiences they learned on this trip?

**CHAPERONES**

If a chaperone is not a district employee, please complete the Volunteer Background Check Authorization Form and submit with your request.

Names of Chaperones: \_\_\_\_\_

  
Teacher's Signature

  
Assistant Principal's Signature

Summary of Trip to Present to the Board of Education for Approval:

Please construct a paragraph that summarizes your trip

*I am presenting at the Michigan Music Conference. I would like to bring students as my demo group. 5 students are also in All State and will participate as well.*

**\*\*Please consult the field trip checklist to ensure you have submitted all appropriate forms\***

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**SUPERINTENDENT OF SCHOOLS**

**TOPIC:** Consent Agenda B Items

The Board shall, at the organizational meeting:

**A. Designate depositories for school funds:**

The Novi Community School District currently has accounts and investments with the following banks:

<b><u>BANK</u></b>	<b><u>ACCOUNT</u></b>
Fifth Third Bank	General Fund Checking
	Debt Fund Checking
MILAF/Fifth Third	Bond Funds
Huntington Bank	Money Market Account
CIBC Bank USA	Money Market Account
Comerica Bank	Money Market Account
Chemical Bank	Money Market Account

The Novi Community School District currently uses the following banks for purchase of investments and the ability to wire money to and from the following banks:

Bank of America	Flagstar Bank
Bank of New York Mellon	Huntington Bank
CIBC Bank USA	JP Morgan Chase Bank
Citizens Bank	Level One Bank
Comerica Bank	PNC Bank
Fifth Third Bank	TCF Bank
	Washington Trust Bank

**B. Designate those persons authorized to sign checks, contracts, agreements, and purchase orders:**

The Novi Community School District Board of Education currently authorizes the Assistant Superintendent of Business and Operations to sign checks; the Superintendent or designee to sign contracts, and agreements; and the Assistant Superintendent of Business and Operations to sign purchase orders.

**C. Designate those persons authorized to use the safe deposit box:**

The Novi Community School District Board of Education currently does not have a safe deposit box.

**D. Determine fee charged to individuals who request notice of Board meetings:**

The Novi Community School District Board of Education currently does not charge a fee.

**E. Designate an administrator to assume the specified responsibilities of the Treasurer and/or of the Secretary:**

The Novi Community School District Board of Education currently designates the Assistant Superintendent of Business and Operations to assume the specified responsibilities of the Treasurer.

The Novi Community School District Board of Education currently designates the Executive Assistant to the Superintendent to assume the specified responsibilities of the Recording Secretary.

**F. Designate the Electronic Transfer Officer (ETO):**

The Novi Community School District Board of Education currently designates the Assistant Superintendent of Business and Operations as the Electronic Transfer Officer (ETO).

**G. Designate a law firm to represent the School Board:**

The Novi Community School District Board of Education designates Thrun Law Firm to represent the District administration and Miller Johnson (formerly Lusk Albertson) to represent the Board of Education.

**H. Designate a day, place and time for regular meetings which shall be held at least once every month:**

The Novi Community School District Board of Education currently designates a minimum of two (2) Thursdays a month for their meetings to be held at the Educational Services Building, located at 25345 Taft Road, Novi, Michigan 48374, at 7:00 PM. All dates and times are posted on the Novi Community School District website.

**RECOMMENDATION:**

That the Novi Community Schools Board of Education accept Consent Items A through H as presented.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**



---

Steve Matthews, Superintendent

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES**

**TOPIC:** Personnel Recommendations

Gary Kinzer, Assistant Superintendent of Human Resources, presents for your consideration the following personnel changes:

**A. New Hires**

<u>Name</u>	<u>Bldg.</u>	<u>Assignment</u>	<u>Reason</u>	<u>Rate</u>	<u>Effective</u>
Brown, Amy	OH	2 <sup>nd</sup> Grade Teacher	New Hire	BA+15	TBD
Dinsmore, Julie	ESB	Payroll Manager	New Hire		01-07-22

**B. Retirements and Resignations**

<u>Name</u>	<u>Bldg.</u>	<u>Assignment</u>	<u>Reason</u>	<u>Effective</u>
Anglin, Alice	HS	Food Science Teacher	Resigned	01-03-22
Gaylord, Kelsey	District	ELD Teacher Leader	Resigned	12-17-21
McGill, Tami	VO	Special Ed Para	Resigned	01-07-22

**C. Leaves of Absence**

<u>Name</u>	<u>Bldg.</u>	<u>Assignment</u>	<u>Reason</u>	<u>Effective</u>
Stotler, Timothy	HS	Special Ed Para	LOA #2-Health	01-03-22 to 06-10-22
Weinert, Ashley	District	Psychologist	LOA #1-Child Care	11-22-21 to 06-10-22

**RECOMMENDATION:** That the Novi Community School District Board of Education adopts the personnel report recommendations as presented.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

  
**Steven M. Matthews, Superintendent**

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL  
DISTRICT NOVI, MICHIGAN**

January 6, 2022

**ASSISTANT SUPERINTENDENT OF BUSINESS AND OPERATIONS**

**TOPIC:** Novi Theatrical Drapery and Rigging Replacement

On Thursday November 18, 2021, at 1:00 PM, sealed bids were received and publicly open. In attendance were representatives from the Novi Community School District, McCarthy & Smith, Inc., TLS Sales, Inc., and interested bidders. It was determined that seven of the District buildings warranted replacement of theatrical drapery and rigging due to deterioration of the fabrics' fire retardant properties, over the years.

The project team conducted post bid interviews and based on the project team's review of the proposals and bidders, they are recommending the following to Novi Community School District for contract award:

**Bid Division 134: Theatre & Stage Rigging**

Mr. Patrick Burns

**North Coast Studios, Inc.**

29181 Calahan Rd.

Roseville, MI 48066

<b>Base Bid</b>	<b>\$ 123,637.00</b>
Allowance	\$ 20,000.00
PLM Bond (CIA Financial)	<u>\$ 3,263.00</u>
<b>TOTAL</b>	<b>\$ 146,900.00</b>

**AWARD RECOMMENDATION AMOUNT: \$146,900.00**

**Recommendation:**

That the Novi Board of Education award the contract as presented above for a total project cost of \$146,900.00.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

  
\_\_\_\_\_  
Steve Matthews, Superintendent



December 8, 2021

Gregory McIntyre, Assistant Superintendent of Business and Operations  
Novi Community School District  
25345 Taft Road  
Novi, MI 48374

RE: Novi Community School District 2019 Bond Program  
**Bid Package #9 – Theatrical Drapery & Rigging (Elementary Buildings,  
Middle School and High School)**

SUBJ: Contract Award Recommendation

Dear Mr. McIntyre,

On Thursday, November 18<sup>th</sup>, 2021 at 1:00 PM, sealed bids were received and publicly opened for the above referenced project. In attendance for the bid opening were representatives from Novi Community School District, McCarthy & Smith, Inc., TLS Sales, Inc., and interested bidders. Bids were opened, recorded, and tabulated through a zoom meeting.

Through inspection, it was determined that seven building warranted replacement of theatrical drapery and rigging due to deterioration of the fabrics fire retardant properties over the years.

The project team conducted post bid interviews with the each of the following, qualified bidders, for the bid division listed below. During the post bid interview, the project team reviewed the scope of work, project schedule, manpower requirements, and specified materials with each of the contractors. Based upon the project team's review of the proposals and bidders, we propose the following recommendation to Novi Community School District for contract award:

**Bid Division 134: Theatre & Stage Rigging**

Mr. Patrick Burns

**North Coast Studios, Inc.**

29181 Calahan Rd.

Roseville, MI 48066

<b>Base Bid</b>	\$	<b>123,637.00</b>
Allowance	\$	20,000.00
PLM Bond (CIA Financial)	\$	<u>3,263.00</u>
<b>TOTAL</b>	<b>\$</b>	<b>146,900.00</b>

**AWARD RECOMMENDATION AMOUNT: \$146,900.00**

I trust the above recommendation meets the approval of the administration and the Board of Education. I will attend the December 16, 2021 board of education meeting to address any questions or concerns that may arise.

Please feel free to contact me with any questions.

Sincerely,

*Agnes Arbuckle*

Agnes Arbuckle  
Sr. Project Manager

cc: Mike Dragoo, Novi Community School  
District  
Sandra Brasil, Novi Community School  
District  
Kevin Donnelly, Plante Moran Cresa

Bill McCarthy, McCarthy and Smith, Inc.

Kyle Callus, McCarthy & Smith, Inc.

Novi Community School District 2019 Bond Issue  
 BP#9 Novi Theatrical Drapery & Rigging  
 Prepared by McCarthy & Smith, Inc. Bids Received on November 18th, 2021  
 Project Location: Novi, MI, United States of America  
 Date : 12/16/2021

BID PACKAGES	Final Total Award Recommendation w/ Bond		PLM Bond	# of Bids Received	Bid Range		Apparent High Address
	Company	Total Cost w/Bond & Scope Adjustments			Low	High	
BD 134: Theatre & Stage Rigging	North Coast Studios, Inc.	\$146,900	\$3,263	2	\$126,900	\$165,000	TLS Sales Inc. 3313 Yellowstone Dr, Ann Arbor, MI 48105, USA
Total Bids with Bond		\$146,900	\$3,263	2	\$ 126,900.00	\$165,000	
Total Bond Budget for Novi Theatrical Drapery & Rigging		\$170,000					
VARIANCE		\$23,100					

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**ASSISTANT SUPERINTENDENT OF BUSINESS AND OPERATIONS**

**TOPIC: Proposed Refunding – 2014 School Building and Site Bonds, Series I**

The Novi Community School District is presenting a Bond Authorizing Resolution to be adopted by the Board. The purpose of this Bond Authorizing Resolution is to aggregate the principal amount of not to exceed Thirty Million Dollars (\$30,000,000), as finally determined upon sale thereof, for the purpose of refunding all or a portion of the Issuer's outstanding 2014 School Building and Site Bonds, Series I, dated June 19, 2014.

The bond refunding team is comprised of the following:

Bond Underwriter - Stifel Nicolaus & Company  
Financial Advisor – PFM Financial Advisors LLC  
Bond Counsel - Thrun Law Firm

The proposed Resolution is submitted to the Board of Education tonight for information and discussion, with approval at the next meeting of the Board of Education on January 20, 2022.

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

  
\_\_\_\_\_  
Steve Matthews, Superintendent

**RESOLUTION AUTHORIZING THE ISSUANCE AND DELEGATING THE SALE OF  
NOVI COMMUNITY SCHOOL DISTRICT  
2022 REFUNDING BONDS**

Novi Community School District, Oakland 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,

electronically through \_\_\_\_\_ with identification number \_\_\_\_\_

on the 20th day of January, 2022, 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. Part VI of Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the "Act"), permits the Issuer to refund all or part of its bonded indebtedness; and

2. The Issuer has received a proposal from Stifel, Nicolaus & Company, Incorporated, Okemos, Michigan (the "Underwriter"), to refund all or part of that portion of the Issuer's outstanding 2014 School Building and Site Bonds, Series I, dated June 19, 2014, in the original amount of \$44,000,000, which are callable on or after May 1, 2024, and are due and payable May 1, 2023 through May 1, 2034, inclusive (the "Prior Bonds"); and

3. The Board determines that it is in the best interest of the Issuer to consider refunding the Prior Bonds; and

4. Prior to the issuance of bonds, the Issuer must either achieve qualified status or secure prior approval of the bonds from the Michigan Department of Treasury pursuant to the Act.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Bonds of the Issuer designated 2022 Refunding Bonds (General Obligation - Unlimited Tax) (Federally Taxable) (the "Bonds") be issued in the aggregate principal amount of not to exceed \$30,000,000, as finally determined upon sale thereof, for the purpose of refunding all or a portion of the Prior Bonds. The Bonds shall be dated the date of delivery, or such other date as established at the time of sale; shall be numbered in the direct order of their maturities

from 1 upwards; shall be fully registered Bonds as to principal and interest; shall bear interest at a rate or rates to be hereafter determined upon sale, payable on November 1, 2022, or such other date as may be established at the time of sale, and semiannually thereafter on May 1 and November 1 in each year; and shall mature on May 1 in each year to be subsequently determined by the Superintendent or the Assistant Superintendent of Business and Operations of the Issuer (each an “Authorized Officer”), in the final principal amounts determined upon sale and may be subject to redemption, as determined by an Authorized Officer, in the amounts, at the times, in the manner, and at the prices determined upon sale of the Bonds.

2. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds.

3. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof.

4. The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company to be designated by an Authorized Officer at the time of sale (herein called the “Paying Agent”), which shall act as the paying agent and bond registrar or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

5. Book Entry. Unless otherwise requested by the Underwriter, the ownership of one fully registered bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. An Authorized Officer is authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by an Authorized Officer, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

6. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by a duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall furnish or cause to be furnished a sufficient number of manual or facsimile executed Bonds and the Paying Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

7. 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.

8. The President and Secretary are authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer is authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

Blank bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

9. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2022 REFUNDING BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in

the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

Commencing with the 2022 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due prior to the next year's tax levy, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. In determining the amount to be levied in 2022, there shall be taken into account any money in the DEBT RETIREMENT FUND. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, of the Michigan Constitution of 1963.

10. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Prior Bonds set forth in the Bond Purchase Agreement. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2022 REFUNDING BOND ISSUANCE FUND (hereinafter referred to as the "BOND ISSUANCE FUND"). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

11. The balance of the proceeds of the Bonds, together with any moneys transferred at the time of closing of the Bonds from the debt retirement fund for the Prior Bonds, shall be held as cash and/or invested in direct obligations of the United States of America, or obligations, the principal and interest of which are unconditionally guaranteed by the United States of America, or other obligations the principal and interest of which are fully secured by the foregoing (the "Escrow Funds"), and used to pay principal and interest on the Prior Bonds. The Escrow Funds shall be held by an escrow agent (the "Escrow Agent") in trust pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to call any Prior Bonds specified by an Authorized Officer upon sale of the Bonds for redemption, including publication and mailing of redemption notices, on the earliest date specified by an Authorized Officer that the respective series of Prior Bonds may be called for redemption. The investment held in the Escrow Funds shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal and interest on the Prior Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Funds, any amounts remaining in the debt retirement fund for the Prior Bonds shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

12. An Authorized Officer, subject to final approval of the Board, is authorized to select an Escrow Agent to serve under the Escrow Agreement.

13. The Bonds shall be in substantially the form attached hereto and incorporated herein as Exhibit A.

14. Stifel, Nicolaus & Company, Incorporated, Okemos, Michigan, is named as senior managing underwriter and further, that an Authorized Officer or designee is authorized to negotiate

and execute a Bond Purchase Agreement with the Underwriter, subject to the requirements of paragraph 17 below. Based upon information provided by the Issuer's financial consulting firm and the Underwriter, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions and flexibility in sizing the defeasance escrow necessary to accomplish the refunding of the Prior Bonds.

15. An Authorized Officer is authorized to approve circulation of a Preliminary Official Statement describing the Bonds.

16. An Authorized Officer, or designee if permitted by law, is authorized to:

- a. File with the Michigan Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- b. Make application for municipal bond insurance if, upon advice of the financial consulting firm of the Issuer, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.
- c. Execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

17. An Authorized Officer's authorization to accept and execute a Bond Purchase Agreement with the Underwriter is subject to the following parameters:

- a. the Underwriter spread shall not exceed \$5.00 per \$1,000 (0.5%); and
- b. the average true interest rate on the Bonds shall not exceed 5%; and

- c. the present value savings from the refunding shall not be less than 3% of the par of the Prior Bonds; and
- d. the maximum bond term shall not exceed 25 years; and
- e. the receipt of express written recommendation of the Issuer's financial consulting firm identified herein to accept the terms of the Bond Purchase Agreement.

18. An Authorized Officer is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to the Underwriter in accordance with the terms of the Bond Purchase Agreement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Financial Advisor; (iv) deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) execute and deliver the final Official Statement on behalf of the Issuer.

19. The President or Vice President, the Secretary, the Treasurer, the Superintendent, the Assistant Superintendent of Business and Operations and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

20. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

21. Thrun Law Firm, P.C. is appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Although Thrun Law Firm, P.C. has informed the Issuer that it represents no other party in connection with the issuance of the Bonds, Thrun Law Firm, P.C. represents the Underwriter on other, unrelated matters. The Board acknowledges the services that Thrun Law Firm, P.C. provides to the Underwriter, consents to the representation of the Underwriter on other, unrelated public finance matters, and waives any conflict of interest that could be asserted with respect to such representation.

22. The financial consulting firm of PFM Financial Advisors LLC, is appointed as financial consultant to the Issuer with reference to the issuance of the Bonds herein authorized.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

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Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Novi Community School District, Oakland 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).

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Secretary, Board of Education

CJI/keh

**EXHIBIT A**

**[No.]  
UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF OAKLAND  
NOVI COMMUNITY SCHOOL DISTRICT  
2022 REFUNDING BOND  
(GENERAL OBLIGATION - UNLIMITED TAX)  
(FEDERALLY TAXABLE)**

Rate                      Maturity Date                      Date of Original Issue                      CUSIP No.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

NOVI COMMUNITY SCHOOL DISTRICT, COUNTY OF OAKLAND, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on \_\_\_\_\_, 20\_\_\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the corporate trust office of \_\_\_\_\_, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$ \_\_\_\_\_ issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and resolutions duly adopted by the Board of Education of the Issuer on January 20, 2022 and \_\_\_\_\_, 2022, for the purpose of refunding all or a portion of a certain prior bond issue of the Issuer.

The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may be levied without limitation as to rate or amount as provided by Article IX, Section 6 of the Michigan Constitution of 1963.

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years \_\_\_\_\_ through \_\_\_\_\_, inclusive, shall not be subject to redemption prior to maturity. The Bonds or portions of Bonds maturing on or after May 1, \_\_\_\_\_, are subject to redemption prior to maturity at the option of the Issuer in multiples

of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after May 1, \_\_\_\_\_, at par and accrued interest to the date fixed for redemption.

### MANDATORY REDEMPTION

The Bonds maturing on May 1, \_\_\_\_\_, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Principal Amounts</u>
May 1, _____	\$
May 1, _____	
May 1, _____	
May 1, _____ (maturity)	

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 at the registered address shown on the registration books kept by the Paying Agent. 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. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, 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. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this 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 resolutions authorizing the Bonds, 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.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

**IN WITNESS WHEREOF**, Novi Community School District, County of Oakland, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of \_\_\_\_\_, 2022, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

NOVI COMMUNITY SCHOOL DISTRICT  
COUNTY OF OAKLAND  
STATE OF MICHIGAN

Countersigned

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)  
(City, State)  
PAYING AGENT

By \_\_\_\_\_  
Authorized Signatory

-----  
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_ the within Bond and does hereby irrevocably  
constitute and appoint \_\_\_\_\_ attorney to transfer  
the Bond on the books kept for registration of the within Bond, with full power of substitution in  
the premises.

Dated: \_\_\_\_\_

NOTICE: The assignor's signature to this  
assignment must correspond with the name as it  
appears upon the face of the within Bond in every  
particular without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_  
Signature(s) must be guaranteed by an eligible guarantor institution participating in a  
Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning  
the transferee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include information for all joint owners if the Bond is held by joint  
account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty rectangular box for Social Security Number or Other Identifying Number]

(if held by joint account, insert number  
for first named transferee)



**EXHIBIT B**

**FORM OF  
CONTINUING DISCLOSURE AGREEMENT**

**§ \_\_\_\_\_  
NOVI COMMUNITY SCHOOL DISTRICT  
COUNTY OF OAKLAND  
STATE OF MICHIGAN  
2022 REFUNDING BONDS  
(GENERAL OBLIGATION - UNLIMITED TAX)  
(FEDERALLY TAXABLE)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Novi Community School District, County of Oakland, State of Michigan (the “Issuer”), in connection with the issuance of its \$ \_\_\_\_\_ 2022 Refunding Bonds (General Obligation - Unlimited Tax) (Federally Taxable) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on January 20, 2022 and \_\_\_\_\_, 2022 (together, the “Resolution”). The Issuer covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Agreement.** This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

**SECTION 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2022.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

### SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2022, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any

obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided that any event other than those listed under Section 5(a)(2), (6), (7), (8), (10), (13), (14) or (15) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

NOVI COMMUNITY SCHOOL DISTRICT  
COUNTY OF OAKLAND  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: Superintendent

Dated: \_\_\_\_\_, 2022

**APPENDIX A**

NOTICE TO THE MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:           Novi Community School District, Oakland County, Michigan  
Name of Bond Issue:    2022 Refunding Bonds (General Obligation - Unlimited Tax) (Federally Taxable)  
Date of Bonds:           \_\_\_\_\_, 2022

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_.

NOVI COMMUNITY SCHOOL DISTRICT  
COUNTY OF OAKLAND  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: Superintendent

Dated: \_\_\_\_\_



**APPENDIX B**

NOTICE TO THE MSRB OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer:           Novi Community School District, Oakland County, Michigan  
Name of Bond Issue:    2022 Refunding Bonds (General Obligation - Unlimited Tax) (Federally Taxable)  
Date of Bonds:           \_\_\_\_\_, 2022

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the Issuer's fiscal year ended on \_\_\_\_\_. It now ends on \_\_\_\_\_.

NOVI COMMUNITY SCHOOL DISTRICT  
COUNTY OF OAKLAND  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: Superintendent

Dated: \_\_\_\_\_



**APPENDIX C**

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: \_\_\_\_\_

Issuer's Six-Digit CUSIP Number(s): \_\_\_\_\_

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: \_\_\_\_\_

Number of pages of attached significant event notice: \_\_\_\_\_

Description of Significant Events Notice (Check One):

1. \_\_\_\_\_ Principal and interest payment delinquencies
2. \_\_\_\_\_ Non-payment related defaults
3. \_\_\_\_\_ Unscheduled draws on debt service reserves reflecting financial difficulties
4. \_\_\_\_\_ Unscheduled draws on credit enhancements reflecting financial difficulties
5. \_\_\_\_\_ Substitution of credit or liquidity providers, or their failure to perform
6. \_\_\_\_\_ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. \_\_\_\_\_ Modifications to rights of security holders
8. \_\_\_\_\_ Bond calls
9. \_\_\_\_\_ Tender offers
10. \_\_\_\_\_ Defeasances
11. \_\_\_\_\_ Release, substitution, or sale of property securing repayment of the securities
12. \_\_\_\_\_ Rating changes
13. \_\_\_\_\_ Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. \_\_\_\_\_ The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. \_\_\_\_\_ Appointment of a successor or additional trustee or the change of name of a trustee
16. \_\_\_\_\_ Incurrence of a financial obligation of the Issuer or other obligated person
17. \_\_\_\_\_ Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. \_\_\_\_\_ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. \_\_\_\_\_ Other significant event notice (specify) \_\_\_\_\_

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Voice Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

**The MSRB Gateway is [www.msrb.org](http://www.msrb.org) or through the EMMA portal at [emma.msrb.org/submission/Submission\\_Portal.aspx](http://emma.msrb.org/submission/Submission_Portal.aspx). Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.**



**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**ASSISTANT SUPERINTENDENT OF BUSINESS AND OPERATIONS**

**TOPIC: 2022 School Building and Site Bonds, Series II**

The Novi Community School District is presenting a Bond Authorizing Resolution to be adopted by the Board. The purpose of this Bond Authorizing Resolution is to aggregate the principal sum of not more than Fifty-Five Million Dollars (\$55,000,000) for the purpose of funding a portion of the Bond Project. The Bonds shall be designated 2022 School Building and Site Bonds, Series II.

The bond refunding team is comprised of the following:

Senior Bond Underwriter - Stifel Nicolaus & Company  
Financial Advisor – PFM Financial Advisors LLC  
Bond Counsel - Thrun Law Firm

The proposed Resolution is submitted to the Board of Education tonight for information and discussion, with approval at the next meeting of the Board of Education on January 20, 2022.

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

  
\_\_\_\_\_  
Steve Matthews, Superintendent

**NOVI COMMUNITY SCHOOL DISTRICT  
RESOLUTION AUTHORIZING THE ISSUANCE  
AND DELEGATING THE SALE OF BONDS  
AND OTHER MATTERS RELATING THERETO**

Novi Community School District, Oakland 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,

electronically through \_\_\_\_\_ with identification number \_\_\_\_\_

on the 20th day of January, 2022, 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. On November 5, 2019, the qualified electors of the Issuer voted in favor of bonding the Issuer for the sum of not to exceed One Hundred Eighty-Five Million Dollars (\$185,000,000), the proceeds to be used for the purpose of erecting additions to, remodeling, installing security measures for, equipping and re-equipping and furnishing and refurbishing school buildings, facilities and a natatorium; erecting, furnishing and equipping a new activity center and school support buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; purchasing school buses; and developing and improving playgrounds, play fields, athletic fields and facilities, parking areas and sites (the “Project”); and

2. It has been determined by the Board of the Issuer that there be issued at this time a second series of bonds in an aggregate principal amount not to exceed Fifty-Five Million Dollars (\$55,000,000) (the “Bonds”); and

3. The Board has received a proposal from Stifel, Nicolaus & Company, Incorporated, Okemos, Michigan, to act as underwriter for the Bonds (the “Underwriter”); and

4. Prior to the issuance of Bonds, the Issuer must either achieve qualified status or secure prior approval of the Bonds from the Michigan Department of Treasury (the “Department of Treasury”) pursuant to Act 34, Public Acts of Michigan, 2001, as amended.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Bonds of the Issuer aggregating the principal sum of not to exceed Fifty-Five

Million Dollars (\$55,000,000) be issued for the purpose of funding a portion of the Project. The Bonds shall be designated 2022 School Building and Site Bonds, Series II.

2. The Bonds shall be dated the date of delivery, or such other date as established at the time of sale; shall be fully registered bonds as to principal and interest; shall be numbered consecutively in the direct order of maturity from 1 upwards; and shall bear interest at a rate or rates to be hereafter determined not exceeding the maximum rate permitted by law.

3. The Bonds may consist of serial or term Bonds or any combination thereof which may be issued in one or more series, all of which shall be determined upon sale of the Bonds. The Bonds shall be in denominations of \$5,000 or any whole multiple thereof and shall mature on May 1, in the final principal amounts determined upon sale, with interest thereon payable on November 1, 2022, or such other date as may be established at the time of sale, and semiannually thereafter on May 1 and November 1 in each year.

4. The Bonds shall otherwise be subject to redemption, as determined by the Superintendent or the Assistant Superintendent of Business and Operations of the Issuer (each an "Authorized Officer"), at the times, in the amounts, manner and at the prices as determined upon sale of the Bonds.

5. The Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company to be designated by an Authorized Officer at the time of sale (herein called the "Paying Agent"), which shall act as the paying agent and bond registrar or such successor paying agent-bond registrar as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

6. Book Entry. At the request of the Underwriter, the ownership of one fully registered bond for each maturity in the aggregate principal amount of such maturity shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. An Authorized Officer is authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by an Authorized Officer, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected

to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

7. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Issuer; and, upon presentation and surrender for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by a duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall furnish or cause to be furnished a sufficient number of manual or facsimile executed Bonds and the Paying Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

8. 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.

9. The President and Secretary are authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the Treasurer is authorized and directed to cause said Bonds to be delivered to the Underwriter upon receipt of the purchase price and accrued interest, if any.

Blank bonds with the manual or facsimile signatures of the President and Secretary of the Board affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

10. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2022 SCHOOL BOND DEBT RETIREMENT FUND (hereinafter referred to as the “DEBT RETIREMENT FUND”), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. Upon receipt of the Bond proceeds from the sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

Commencing with the 2022 tax levy, there shall be levied upon the tax rolls of the Issuer in each year for the purpose of the DEBT RETIREMENT FUND a sum not less than the amount estimated to be sufficient to pay the principal and interest on the Bonds as such principal and interest fall due, the probable delinquency in collections and funds on hand being taken into consideration in arriving at the estimate. Taxes required to be levied to meet the principal and interest obligations may be without limitation as to rate or amount, as provided by Article IX, Section 6, of the Michigan Constitution of 1963.

11. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2022 SCHOOL BOND ISSUANCE FUND (hereinafter referred to as the “BOND ISSUANCE FUND”) and any balance remaining shall be deposited in a fund designated 2022 CAPITAL PROJECTS FUND (hereinafter referred to as the “CAPITAL PROJECTS FUND”). Moneys in the BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the CAPITAL PROJECTS FUND.

12. The Bonds shall be in substantially the form attached hereto as Exhibit A.

13. Stifel, Nicolaus & Company, Incorporated, Okemos, Michigan, is named as senior managing underwriter and further, that an Authorized Officer or designee is authorized to negotiate and execute a Bond Purchase Agreement with the Underwriter, subject to the requirements of paragraph 16 below. Based upon information provided by the Issuer’s financial consulting firm and the Underwriter, a negotiated sale allows flexibility in the timing, sale and structure of the Bonds in response to changing market conditions.

14. An Authorized Officer is authorized to approve circulation of a Preliminary Official Statement describing the Bonds.

15. An Authorized Officer, or designee if permitted by law, is authorized to:

- A. File with the Department of Treasury an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.
- B. Make application for municipal bond insurance if, upon advice of the financial consulting firm of the Issuer, the purchase of municipal bond

insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.

- C. Execute and deliver the Continuing Disclosure Agreement (the “Agreement”) in substantially the same form as set forth in Exhibit B attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and is made, a part of this resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

16. An Authorized Officer’s or designee’s authorization to accept and execute a Bond Purchase Agreement with the Underwriter is subject to the following parameters:

- A. the Underwriter spread shall not exceed \$5.00 per \$1,000 (0.5%); and
- B. the average true interest rate on the Bonds shall not exceed 5%; and
- C. the maximum bond term shall not exceed 25 years; and
- D. the receipt of express written recommendation of the Issuer’s financial consulting firm identified herein to accept the terms of the Bond Purchase Agreement.

17. An Authorized Officer is further authorized and directed to (i) execute any and all other necessary documents required to complete the approval and sale of the Bonds to the Underwriter in accordance with the terms of the Bond Purchase Agreement; (ii) appoint a paying agent for the Bonds; (iii) select a bond insurer, accept a commitment therefore and authorize payment of a bond insurance premium to insure any or all of the Bonds if recommended in writing by the Financial Advisor; (iv) deem the Preliminary Official Statement for the Bonds final for purposes of SEC Rule 15c2-12(b)(1); and (v) execute and deliver the final Official Statement on behalf of the Issuer.

18. The President or Vice President, the Secretary, the Treasurer, the Superintendent, the Assistant Superintendent of Business and Operations, and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates,

statements, warranties, representations, or documents necessary to effect the purposes of this resolution, the Bonds or the Bond Purchase Agreement.

19. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

20. Thrun Law Firm, P.C. is appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution. Although Thrun Law Firm, P.C. has informed the Issuer that it represents no other party in connection with the issuance of the Bonds, Thrun Law Firm, P.C. represents the Underwriter on other, unrelated matters. The Board acknowledges the services that Thrun Law Firm, P.C. provides to the Underwriter, consents to the representation of the Underwriter on other, unrelated public finance matters, and waives any conflict of interest that could be asserted with respect to such representation.

21. The financial consulting firm of PFM Financial Advisors LLC, is appointed as financial consultant to the Issuer with reference to the issuance of the Bonds herein authorized.

22. The Board covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the Bonds from gross income.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

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Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Novi Community School District, Oakland 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).

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Secretary, Board of Education

CJI/keh

**EXHIBIT A**

**[No.]  
UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF OAKLAND  
NOVI COMMUNITY SCHOOL DISTRICT  
2022 SCHOOL BUILDING AND SITE BOND, SERIES II  
(GENERAL OBLIGATION - UNLIMITED TAX)**

Rate                      Maturity Date                      Date of Original Issue                      CUSIP No.

REGISTERED OWNER:  
PRINCIPAL AMOUNT:

NOVI COMMUNITY SCHOOL DISTRICT, COUNTY OF OAKLAND, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on \_\_\_\_\_, 20\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the corporate trust office of \_\_\_\_\_, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

The Bonds, of which this is one, are the second series of bonds to be issued from a total amount of not to exceed \$185,000,000 authorized by the electors of the Issuer. The Bonds are of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of \$\_\_\_\_\_. The Bonds are issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended; Act 34, Public Acts of Michigan, 2001, as amended; a majority vote of the qualified electors of the Issuer voting thereon at an election duly called and held on November 5, 2019; and resolutions duly adopted by the Board of Education of the Issuer on January 20, 2022 and \_\_\_\_\_, 2022, for the purpose of authorizing issuance of the Bonds by the Issuer.

The series of Bonds of which this is one is issued for the purpose of erecting additions to, remodeling, installing security measures for, equipping and re-equipping and furnishing and refurbishing school buildings, facilities and a natatorium; erecting, furnishing and equipping a new activity center and school support buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; purchasing school buses; and developing and improving playgrounds, play fields, athletic fields and facilities, parking areas and sites.



The Issuer has pledged its full faith, credit and resources for the payment of the principal and interest on the Bonds. The Bonds of this issue are payable from ad valorem taxes, which may be levied without limitation as to rate or amount as provided by Article IX, Section 6 of the Michigan Constitution of 1963.

MANDATORY REDEMPTION

The Bonds maturing on \_\_\_\_\_, \_\_\_\_\_, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest thereon to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

<u>Redemption Dates</u>	<u>Principal Amounts</u>
_____, _____	\$
_____, _____	
_____, _____	
_____, _____ (maturity)	

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years \_\_\_\_\_ through \_\_\_\_\_, inclusive, shall not be subject to redemption prior to maturity. The Bonds or portions of Bonds maturing on or after \_\_\_\_\_, \_\_\_\_\_, are subject to redemption prior to maturity at the option of the Issuer in multiples of \$5,000 in such order as the Issuer may determine, by lot within any maturity, on any date occurring on or after May 1, \_\_\_\_\_, at par and accrued interest to the date fixed for redemption.

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 at the registered address shown on the registration books kept by the Paying Agent. 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. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, 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. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this 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 resolutions authorizing the Bonds, 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.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

**IN WITNESS WHEREOF**, Novi Community School District, County of Oakland, State of Michigan, by its Board of Education, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its President and countersigned by the manual or facsimile signature of its Secretary as of \_\_\_\_\_, 2022, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

NOVI COMMUNITY SCHOOL DISTRICT  
COUNTY OF OAKLAND  
STATE OF MICHIGAN

Countersigned

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

**CERTIFICATE OF AUTHENTICATION**

Dated:

This Bond is one of the Bonds described herein.  
(Name of Bank)  
(City, State)  
PAYING AGENT

By \_\_\_\_\_  
Authorized Signatory

-----  
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_ the within Bond and does hereby irrevocably  
constitute and appoint \_\_\_\_\_ attorney to transfer  
the Bond on the books kept for registration of the within Bond, with full power of substitution in  
the premises.

Dated: \_\_\_\_\_

NOTICE: The assignor's signature to this assignment  
must correspond with the name as it appears upon the  
face of the within Bond in every particular without  
alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_  
Signature(s) must be guaranteed by an eligible guarantor institution participating in a  
Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning  
the transferee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include information for all joint owners if the Bond is held by joint  
account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

[Empty rectangular box for Social Security Number or Other Identifying Number]

(if held by joint account, insert number  
for first named transferee)



**EXHIBIT B**

**FORM OF  
CONTINUING DISCLOSURE AGREEMENT**

**§ \_\_\_\_\_  
NOVI COMMUNITY SCHOOL DISTRICT  
COUNTY OF OAKLAND  
STATE OF MICHIGAN  
2022 SCHOOL BUILDING AND SITE BONDS, SERIES II  
(GENERAL OBLIGATION - UNLIMITED TAX)**

This Continuing Disclosure Agreement (the “Agreement”) is executed and delivered by Novi Community School District, County of Oakland, State of Michigan (the “Issuer”), in connection with the issuance of its \$ \_\_\_\_\_ 2022 School Building and Site Bonds, Series II (General Obligation - Unlimited Tax) (the “Bonds”). The Bonds are being issued pursuant to resolutions adopted by the Board of Education of the Issuer on January 20, 2022 and \_\_\_\_\_, 2022 (together, the “Resolution”). The Issuer covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Agreement.** This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

**SECTION 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

“Bondholder” means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

“Dissemination Agent” means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent’s successors and assigns.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

“Financial Obligation” shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b) provided; however, that a “Financial Obligation” shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended.

“Official Statement” shall mean the final Official Statement for the Bonds dated \_\_\_\_\_, 2022.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Resolution” shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

“SEC” shall mean the Securities and Exchange Commission.

“State” shall mean the State of Michigan.

### SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the end of the sixth month after the end of the fiscal year of the Issuer commencing with the fiscal year ending June 30, 2022, to EMMA an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer’s fiscal year ends on June 30. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any

obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the Issuer or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or other obligated person, any of which affect security holders, if material;
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or other obligated person, any of which reflect financial difficulties.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided that any event other than those listed under Section 5(a)(2), (6), (7), (8), (10), (13), (14) or (15) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA, together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter, and the Bondholders and shall create no rights in any other person or entity.

SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

NOVI COMMUNITY SCHOOL DISTRICT  
COUNTY OF OAKLAND  
STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: Superintendent

Dated: \_\_\_\_\_, 2022





**APPENDIX C**

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: \_\_\_\_\_

Issuer's Six-Digit CUSIP Number(s): \_\_\_\_\_

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: \_\_\_\_\_

Number of pages of attached significant event notice: \_\_\_\_\_

Description of Significant Events Notice (Check One):

1. \_\_\_\_\_ Principal and interest payment delinquencies
2. \_\_\_\_\_ Non-payment related defaults
3. \_\_\_\_\_ Unscheduled draws on debt service reserves reflecting financial difficulties
4. \_\_\_\_\_ Unscheduled draws on credit enhancements reflecting financial difficulties
5. \_\_\_\_\_ Substitution of credit or liquidity providers, or their failure to perform
6. \_\_\_\_\_ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. \_\_\_\_\_ Modifications to rights of security holders
8. \_\_\_\_\_ Bond calls
9. \_\_\_\_\_ Tender offers
10. \_\_\_\_\_ Defeasances
11. \_\_\_\_\_ Release, substitution, or sale of property securing repayment of the securities
12. \_\_\_\_\_ Rating changes
13. \_\_\_\_\_ Bankruptcy, insolvency, receivership or similar event of the Issuer or other obligated person
14. \_\_\_\_\_ The consummation of a merger, consolidation, or acquisition involving the Issuer or other obligated person or the sale of all or substantially all of the assets of the Issuer or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. \_\_\_\_\_ Appointment of a successor or additional trustee or the change of name of a trustee
16. \_\_\_\_\_ Incurrence of a financial obligation of the Issuer or other obligated person
17. \_\_\_\_\_ Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affect security holders
18. \_\_\_\_\_ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer or other obligated person that reflect financial difficulties
19. \_\_\_\_\_ Other significant event notice (specify) \_\_\_\_\_

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Voice Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

**The MSRB Gateway is [www.msrb.org](http://www.msrb.org) or through the EMMA portal at [emma.msrb.org/submission/Submission\\_Portal.aspx](http://emma.msrb.org/submission/Submission_Portal.aspx). Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.**



**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
January 6, 2022**

**SUPERINTENDENT OF SCHOOLS**

**TOPIC:** Moving to a Closed Session

A public body may meet in a closed session only for one or more purposes as specified in the Open Meetings Act. Tonight, the Board will move into a closed session to discuss the superintendent evaluation

**RECOMMENDATION:**

That the Novi Community Schools Board of Education move into a Closed Session.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

  
\_\_\_\_\_  
Steve Matthews, Superintendent