



**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

**Mrs. Bobbie Murphy**  
Secretary

**Mrs. Kathy Hood**  
Treasurer

**Mr. Tom Smith**  
Trustee

**Mr. Willy Mena**  
Trustee

**Mrs. Mary Ann Roney**  
Trustee

**Meeting Date: September 22, 2022**  
**Educational Services Building**  
**25345 Taft Road**  
**Novi, MI 48374**



Community School District

**NOVI BOARD OF EDUCATION**  
**Regular Meeting: September 22, 2022**  
**7:00 PM**  
**AGENDA**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. APPROVAL OF THE AGENDA**
- IV. AWARDS/RECOGNITIONS/PRESENTATIONS**
  - a. American Heart Association – Top School Award
- V. COMMENTS FROM THE AUDIENCE**
  - *Individuals who wish to address the Board must identify themselves, their address, and any organization they may represent*
  - *The Board and individual Board members will not directly respond to comments or questions that arise during the public participation portion of the meeting*
  - *Individuals who wish to address the Board shall direct their comments to the entire Board and not to individual Board members, the Superintendent, other School District employees or members of the audience.*
  - *Behavior that is intemperate, abusive, defamatory or discourteous or that otherwise interferes with the orderly conduct and timely completion of the Board meeting is strictly prohibited.*
- VI. SUPERINTENDENT’S REPORT**
- VII. ADMINISTRATIVE REPORTS**
- VIII. BOARD COMMUNICATION**
- IX. CONSENT AGENDA**
  - a. Approval of Minutes
- X. DONATIONS**
  - a. Donations:
    - i. Robotics
    - ii. Community Financial Credit Union/Friends of Novi Schools (FONS)
- XI. CLOSED SESSION**
  - a. For the purposes of Negotiations [OMA Sect. 8(2)]
  - b. To consider real property [OMA Sect. 8(3)]
- XII. ACTION ITEMS**
  - a. Personnel Report
  - b. Land Swap
- XIII. INFORMATION AND DISCUSSION**
  - a. Surplus Property
- XIV. ADJOURNMENT**

**PROVIDE IMPACTFUL OPPORTUNITIES FOR ALL TO CULTIVATE LIFELONG LEARNING**

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
September 22, 2022**

**SUPERINTENDENT OF SCHOOLS**

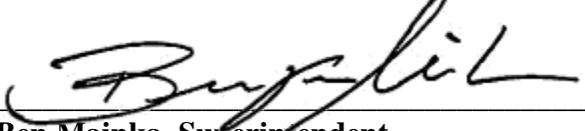
**TOPIC:** American Heart Association Award Recognition

On October 18, 2021, Deerfield Elementary students participated in an all-day Kids Heart Challenge (FUN Challenge). All students participated and the challenge was coordinated by Mr. Danny Taylor, the physical education teacher at Deerfield Elementary.

The Novi Community School was contacted by Nicole Collia, of the American Heart Association, who announced that Deerfield had raised an extraordinary amount of donation for the American Heart Association through this event and earned a Top School Award.

Representatives from the American Heart Association are here tonight to present Mr. Ryan Francis, principal of Deerfield, and Mr. Danny Taylor with this prestigious award.

**APPROVED AND RECOMMENDED  
FOR BOARD AWARDS AND RECOGNITION**

  
\_\_\_\_\_  
**Ben Mainka, Superintendent**

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
September 22, 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.

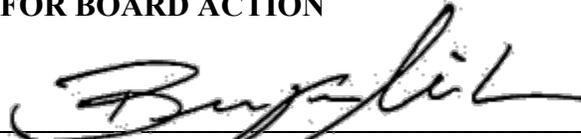
**CONSENT ITEMS**

- A. Approval of Minutes
  - a. Regular Meeting Minutes of September 8, 2022

**RECOMMENDATION:**

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

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**



**Ben Mainka, Superintendent**



**Minutes of a Regular Board Meeting, September 8, 2022  
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 Thursday, September 8, 2022, beginning at 7:00 PM.

Present: Dr. Ruskin, Mrs. Murphy, Mrs. Hood, Mr. Mena, Mr. Smith, Mr. Cook, and Mrs. Roney  
by Roll Call Vote

Absent:

PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA

It was moved by Mr. Mena and supported by Mr. Cook that the Novi Community School Board of Education approve the agenda as presented.

Ayes: 7 Dr. Ruskin, Mrs. Murphy, Mr. Mena, Mrs. Roney, Mr. Smith, Mr. Cook, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

REPORTS TO THE BOARD

Mr. Justin Bott, of McCarthy and Smith, presented an update on the summer construction work that has been taking place at the Novi Meadows building. He showed drone footage of the site and showed where the signed beam was being place.

COMMENTS FROM THE AUDIENCE

There were two (2) comments from the audience regarding the high school phase II and the mental health parent camp.

SUPERINTENDENT'S REPORT

Mr. Ben Mainka, Superintendent of Schools, reported that this was one of the best weeks of school that he could remember with a lot of energy and smiling faces. He expressed his appreciation to the Board members who came out to visit the schools and greet the students and to the building principals and staff who planned diligently for many months to make the start of the year the best ever.

Mr. Mainka reported that our administration is encouraging staff to spend the first few weeks investing in relationships and stated that research actually supports having a lot of routines and a lot of relationships that are built in the classrooms and a sense of belonging for everyone there. He said that this is a huge priority for us.

Mr. Mainka reported that Cindy and Karen, in the transportation department, have been inundated and he stated that they have been real troopers through this; working a lot of hours and did not even take Labor Day off.

Mr. Mainka reported that when we first started having people sign up, a few years ago, in an effort to try and make sure we could adequately staff all of our busses. He stated that we have cleaned up some of the glitches and are working through them, that it will be much better next year and, actually, we are getting better every day. Mr. Mainka said we are trying to build momentum, but there is some concern regarding our walk zones, which is common in our state. He mentioned that it is about a mile for elementary students and a mile and a half for secondary students, which is a bit of a problem in some of our subdivisions, so we are looking at unique alternative and our goal is to get five (5) days a week for kids in the transportation zones.

Mr. Mainka stated that the five day a week transportation has reduced parent traffic in the parking lots significantly. He stated that our transportation leaders and drivers are doing their very best and he cannot thank them enough for their hard work.

Mr. Mainka reported that he had the opportunity to attend the Novi Police and Fire Golf Fundraiser last Friday. He stated that it was a great event that provided the opportunity to meet a lot of people and work on some of our community partnerships, not only with the municipal partners, but with businesses. Mr. Mainka said that small businesses support our organization as well.

Mr. Mainka mentioned that we are fortunate to have Detective Julie Warren in our District, at the middle school. He stated that she does a fantastic job interacting with the kids. Mr. Mainka said that she has a tremendous presence with the kids and they trust her. He reported that we have a new high school liaison officer, Officer Sarah Moulik, and stated that she started this week and if you see her, please welcome her.

Mr. Mainka mentioned that he started a book study with our administrative team and gave the Board copies of the books. He reported that there are two (2) books, *The Five Dysfunctions of a Team* and *Radical Candor*. Mr. Mainka stated that he would love for the Board to participate and join the conversation. He said that the first book that we are going through is *The Five Dysfunctions of a Team* and we will talk about how do we function and work effectively as a unit. Mr. Mainka mentioned that it really helps to get to the heart of how a team is working, effectively, efficiently, and communication is the key.

Mr. Mainka reported that *Radical Candor* is an interesting read. He stated that Kim Scott, the author, is a former executive at Apple and she talks about warm demand or philosophy, which is operationalized.

Mr. Mainka reported that they took several Board members, a lot of our construction partners, and our administrative staff and toured several activity centers around the area: including: St. Joe's Elite Sports Complex (at Schoolcraft Center), Ypsilanti Lincoln Activity Center, Brighton Area Schools, as well as the Legacy Center, in Brighton. He stated that the purpose was to compare them, so they could start to get an idea of what the scope and what the needs are for the District, and so that they could get a starting point for what we need to get into our planning phases for that part of the Capital Projects Committee.

Mr. Mainka said that he had the opportunity to meet with the Director of the Japanese School of Detroit, Mr. Moto Ahara and had the real pleasure of meeting with Rumi Hayashi, the Principal of the Japanese School of Detroit. He mentioned that they invited him to come on Saturday, to be a “fly on the wall”, and see the vast differences between what happens in their school versus what happens in ours. Mr. Mainka reported that he is going to be inviting them to some of our administrative meetings, so they can speak with the principals and let them know if a student might be struggling in certain areas on Saturday and we might be able to help make it a better experience for our students.

Mr. Mainka suggested that the Board have a workshop relatively soon. He stated that he would send out a Doodle poll with a few dates for them to look at. Mr. Mainka said that he is really proud of the support he has received from the many people in the District over the past month and a half, but now he would like to sit and establish the expectations, norms, and preferences the Board has in terms of how we work together and operate as a team, as a governance body, the Board as a governance body, and him as the Board’s person to execute that. He mentioned that he would like a work session to that effect and that it would be really healthy to do again in the new year once we have the new Board members. Mr. Mainka stated that waiting too long would not be optimal, so he would like to do something soon and then again when we have the new team in the new year.

Mr. Mainka mentioned that he would send that in the Monday Update. He gave the potential date for during the day as September 27, September 29, September 30, October 5, or October 6. Mr. Mainka reported for the evening dates, that could start at 5:00 PM would be September 28, October 6 or October 13; that could start at 5:00 PM or 7:00 PM, would be October 5; and that could start at 4:00 PM, 5:00 PM, or 7:00 PM would be October 5. He stated that it would probably be an hour and a half (1 ½) to two (2) hours.

Mr. Mainka updated the Board on the Village Oaks project. He presented a PowerPoint with the renderings of the playground. Mr. Mainka stated that it is going to have multiple sets of equipment, a basketball area with courts, swings, and a pretty large play structure. He said that it is an expansive and phenomenal playground. Mr. Mainka expressed his appreciation to Plante Moran, McCarthy Smith, and everyone that got the workers out there and cranking. He said that they are hoping for a final completion by the end of the month, over the next couple of weeks, and hopefully our kids are going to be on this equipment. Mr. Mainka mentioned that in the meantime, there are basketball hoops set-up in the parking lot, gaga ball pits installed from an NEF grant, the PTO purchased additional toys and things for the kids, and two (2) or three (3) days a week, there are bounce houses.

#### ADMINISTRATIVE REPORTS

Mr. Ben Mainka reported for Mr. Greg McIntyre, the Assistant Superintendent of Business, that it is audit season and our partners, Plante Moran, have been on site for the past month doing our pre-audit work as well as a lot of testing of different funds. He stated that we will have an update at a Board meeting at the end of October or into November and we will get their findings to see where things stand. Mr. Mainka said that finances are an area of constant interest. Because it takes funds to do the things that we all love and enjoy. He mentioned that Board

members have spoken to him about that and also some have spoken about some concern relative to where things are.

Mr. Mainka stated that the Board has done their due diligence, but through COVID a lot of things have happened; we had a lot of one-time funds that came in and a lot happened very quickly, so now we get to buckle down and look at our spending, make sure the programs are sustainable, and do this without noticeable interruption to any student programs or to our staff. He said that we want to support our staff and make sure they are compensated well and make sure that our kids have everything they need. Mr. Mainka mentioned that as we get into budget update season around December and January.

Dr. Laura Carino, Assistant Superintendent of Human Resources, echoed Mr. Mainka's sentiments about our teachers and preparing for the beginning of school. She stated that they are immensely grateful for their work in preparing the classroom for their students return. Dr. Carino said that she visited many buildings throughout the week and the energy was palpable, the excitement for their kids return and the kids were really thrilled to be back.

Dr. Carino reported that the bus drivers have done an immense job this week, learning their routes and making sure everything is running efficiently. She stated that the noon aides have been helping our kindergartners open lunch boxes. Dr. Carino expressed her gratitude to all.

Dr. Carino said that they reconvened the Safety and Security Committee and they had some great discussion with administrators at both the building and district level, along with the Novi Police Department, and with Detective Zabick and Detective Warren joined the discussion about plans to move forward for potential purchases. She stated that they are exploring and learning more information about ensuring that our buildings are safe for students and staff.

Dr. Carino thanked everyone for their support as she transitions to her new role.

Mr. Mike Giromini, Assistant Superintendent of Academic Services, echoed his colleagues' sentiments regarding an awesome first week of school. He reported that he was able to visit all of the buildings, check out what was going on, and check in with our new principals. Mr. Giromini stated that the kids are incredible and so excited.

Mr. Giromini pointed out that the week before was their Impact Week and it was a big success. He expressed his appreciation of this opportunity for our teachers and staff to engage in professional learning and to also engage them in some reconnection activities, refocus activities just to get ready for the new school year. Mr. Giromini reported that it paid off and they had such a good week so far. He expressed his gratitude to the staff for their high level of engagement and he also thanked the administrators for their support in planning and implementing this. Mr. Giromini stated that he was very appreciative.

Mr. Giromini said that the academics team is now engaged in planning our next district professional development day that are coming up in October and planning the rest of the year. He mentioned that the Michigan Department of Education release the M-Step scores last week

and at a preliminary look, he is very pleased with how our students and staff performed, but they will dig deeper and will present at a future Board meeting.

Mr. Giromini reported the he was able to attend a Novi Community Coalition meeting and it was a great opportunity to learn about their work and to reaffirm our partnership. He stated that he looks forward to continuing that.

#### BOARD COMMUNICATION

Board members commented that the progress of the Village Oaks playground, a neighboring district that has a two (2) week lead in where there are more kids than usual, and encouraging parents to recognize that it takes a week of two (2) to sort this out. Board members commented on bus drivers being critical parts of our team and do a lot, put up with a lot, and complimented them on the work that they do.

Board members commented on the NEF and the Novi Community Coalition and complimented them on the work that they do. It was stated that some of the work with the Friends of Novi Schools was the opportunity to partner with the Boot Camp and Sarah Lephart. The Board commented that some of Orchard Hills and Village Oaks students were the recipients of bikes that were donated by a corporate sponsor, in Novi. They commented on the Zen Room in Orchard Hills, the first in the country, and every building will get one due to some great sponsors that we have.

Board members commented that the registration for the Boot Camp can be found on the NEF website. They also commented on being in the buildings on the first day of school, greeting kids as they got off the bus, seeing happy smiling faces, the buildings being “well-oiled machines”, attending the Beam Raising Ceremony, and NEF’s pancake breakfast being Saturday from 7:30 to 11:30 AM. Members also commented on Novi Meadows being the “crown jewel” of the district, Mr. Baker doing a great job with parent drop off, Deerfield’s PTO having a welcome back breakfast for new families, Novi football beating Hartland, and the parent flying in and out during the high school drop off being dangerous, and the roundabout at Nine Mile causing traffic issues.

Board members expressed their gratitude to Dr. Carino, Mr. Giromini, and Mr. Mainka for going after it on the first day of school and for their building assignments on that day.

#### CONSENT AGENDA

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.

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

Ayes: 7 Dr. Ruskin, Mrs. Murphy, Mr. Mena, Mrs. Roney, Mr. Smith, Mr. Cook, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

DONATIONS

Petland of Novi Donation Resolution

A Petland of Novi Donations and Fundraiser Resolution was set forth and read showing the partnership history and explaining their donations and fundraisers.

It was moved by Mrs. Murphy and supported by Mrs. Roney that the Novi Board of Education, thanks Petland of Novi for their generous support, donations, and fundraising efforts for our NCSD Therapy Dogs and accept with gratitude the \$3000 donation as well as the funds generated from their August fundraiser (amounts to be verified by end of September) for additional therapy dog training and/or supplies needed to support our dogs directly.

Ayes: 7 Dr. Ruskin, Mrs. Murphy, Mr. Mena, Mrs. Roney, Mr. Smith, Mr. Cook, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

ACTION ITEMS

Personnel Report

Dr. Laura Carino, Assistant Superintendent of Human Resources, presented the personnel report.

It was moved by Mrs. Hood and supported by Mr. Smith that the Novi Community Schools Board of Education approve the personnel report as presented.

Ayes: 7 Dr. Ruskin, Mrs. Murphy, Mr. Mena, Mrs. Roney, Mr. Smith, Mr. Cook, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

2022 MASB Call for Delegates

MASB's 2022 Delegate Assembly will begin Thursday, October 20, 2022 at 7:00 p.m. at the Grand Traverse Resort and Spa in Acme. Delegates selected by boards of education across the state will decide MASB's positions on a wide variety of issues affecting education.

All delegates and alternates must be school board members. Only delegates and alternates named by your board may offer motions and vote on issues. However, all school board members may speak on the issues and participate in the debate. Your 2022-2023 MASB dues must be paid in order for a district to participate in the Delegate Assembly.

All delegates must be certified and submitted by Friday, September 23, 2022. A link to certify the official voting delegates and alternates who will represent your board of education has been sent to the superintendent secretary.

It was moved by Mrs. Hood and supported by Mr. Cook that the Novi Community Schools Board of Education designates the following individuals to the four (4) Board officers to serve as delegates and the three (3) Board Trustees to serve as alternates to the MASB

2021 Delegate Assembly.

Ayes: 7 Dr. Ruskin, Mrs. Murphy, Mr. Mena, Mrs. Roney, Mr. Smith, Mr. Cook, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

Video Surveillance Security Server Refresh

The current District's video surveillance system was purchased in 2017 and while the servers have met the demands of the existing system, they do not have the resources to meet the additional camera requirements from our system expansion and Novi Meadows construction.

The Technology Team is recommending that the Novi Community School District purchase ten (10) Milestone Husky Servers with a capacity storage of 128 TB per server in a RAID 10 configuration. These servers will reside off site at the Oakland Schools Data Center, in Waterford.

The pricing is based on the Lapeer Community Schools cooperative agreement, through Oakland Schools Technology Services – Field Services. The recommended purchase amount is \$173,967.18 to be awarded to CBTS and will include installation and a five (5) year warranty on the video surveillance servers. This purchase will be funded from the 2019 Capital Projects Bond and with-in the planned budget.

It was moved by Mr. Smith and supported by Mrs. Roney that the Novi Community School District Board of Education award the purchase, in the amount of \$173,967.18, to CBTS for the purchase, installation, and five (5) year warranty for video surveillance servers and further authorize the Assistant Superintendent of Business and Operation to expend the funds form the 2019 Capital Projects Bond fund

Ayes: 7 Dr. Ruskin, Mrs. Murphy, Mr. Mena, Mrs. Roney, Mr. Smith, Mr. Cook, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

Bid Package #8 – Novi High School Remodel – Phase 2

On Tuesday, July 26, 2022 and Wednesday, August 3, 2022, bids for the Novi High School remodel were opened and publicly read aloud. In attendance for the bid opening were representatives from Novi Community School District, Plante Moran Cresa, TMP Architecture Inc., McCarthy & Smith, Inc. and interested bidders.

The project team conducted post bid interviews with the each of the following, qualified bidders, for each bid division of work listed in the recommendation letter. Based upon the project team's review of the proposals and bidders, we propose the recommendation to Novi Community School District Board of Education for a total award in the amount of \$10,262,216 to the contractors listed in the recommendation letter.

It was moved by Mr. Mena and supported by Mrs. Roney that the Novi Community School District Board of Education award the contracts, in the amount of \$10,262,216, to the contractors listed and further authorize the Assistant Superintendent of Business and Operation to expend the funds form the 2019 Capital Projects Bond fund.

Ayes: 6 Dr. Ruskin, Mrs. Murphy, Mr. Mena, Mrs. Roney, Mr. Smith, and Mrs. Hood

Nays: 1 Mr. Cook

**MOTION CARRIED**

Negotiations Resolution

The District Negotiations Team Resolution was set forth and read listing the Cabinet members and administrators for the four (4) bargaining units.

It was moved by Mrs. Murphy and supported by Mrs. Hood that the Novi Board of Education, approves the Cabinet members and bargaining unit teams as listed for the 2022-2023 School Year.

Ayes: 7 Dr. Ruskin, Mrs. Murphy, Mr. Mena, Mrs. Roney, Mr. Smith, Mr. Cook, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

#### INFORMATION AND DISCUSSION

##### Land Swap Discussion

The Novi Community School District, the City of Novi, Plante Moran Cresa representatives, and respective attorneys have met several times since December 2020 for the purpose of discussing a land swap between the District and the city. The proposal was presented to and discussed by the Board on November 18, 2021.

Tonight, Mr. Ben Mainka provided the history behind the land swap and Mr. Kevin Donnelly, of Plante Moran CRESA, presented and explained the various properties considered in the Land Swap. This will come back before the Board toward the end of September or early October for some level of approval.

#### ADJOURNMENT

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

Ayes: 7 Dr. Ruskin, Mrs. Murphy, Mr. Mena, Mrs. Roney, Mr. Smith, Mr. Cook, and Mrs. Hood

Nays: 0

**MOTION CARRIED**

The meeting adjourned at 8:27 p.m. The next regular meeting of the Board is scheduled for September 22, 2022 at 7:00 p.m., at the Educational Services Building.

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Bobbie Murphy, Secretary

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
September 22, 2022**

**SUPERINTENDENT OF SCHOOLS**

**TOPIC:** Gifts to the District

Donations totaling \$10,500 were donated to sponsor the Frog Force FIRST Robotics team. .

These generous donations were given by the following sponsors:

<b>Name</b>	<b>Reason</b>	<b>Check #</b>	<b>Amount</b>
NISSAN	Donation	141956848	\$ 5,000.00
FIRST IN MICHIGAN	Donation	7219	\$ 3,000.00
FIRST IN MICHIGAN	Donation	7218	\$ 1,500.00
CHANGER &DRESSER	Donation	21582	\$ 1,000.00

**RECOMMENDATION:**

That the Novi Community Schools Board of Education accept the donation(s) as presented, with appreciation and thanks.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

  
\_\_\_\_\_  
**Ben Mainka, Superintendent**

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
September 22, 2022**

**SUPERINTENDENT OF SCHOOLS**

**TOPIC:** Gifts to the District

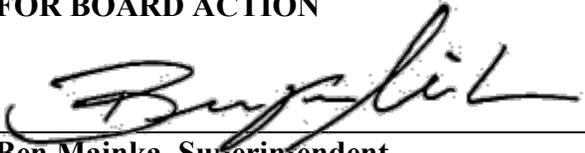
The Friends of Novi Schools, a new organization supporting mental health, safety, and well-being, is presenting donations to the Novi Community School District buildings as listed below. These generous donations, totaling \$ 12,700.00, will be utilized in buildings K through 12.:

<b>Name</b>	<b>Where</b>	<b>Amount per Building</b>	<b>Amount</b>
Zen Room Supplies	K-6 Buildings	\$500.00 per school	\$ 3,000.00
Calming Caddie Supplies	K-6 Buildings	\$500.00 per school	\$ 3,000.00
Student Sensory Items	K-6 Buildings	\$500.00 per school	\$ 3,000.00
Mental Wellness Books	Administration	30 copies Connections Over Compliance Books	\$ 700.00
First Aid Kits	All K-12 buildings	15 Kits per building K-12	\$ 3,000.00

**RECOMMENDATION:**

That the Novi Community Schools Board of Education accept the donation(s) as presented, with appreciation and thanks.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

  
\_\_\_\_\_  
Ben Mainka, Superintendent

# Mental Health & Wellness

## Donations and Gifts



FRIENDS OF  
**NOVI SCHOOLS**  
MENTAL HEALTH | SAFETY | WELL-BEING



COMMUNITY  
FINANCIAL

right here right for you

**\$3,000**

### Zen Room Supplies

*Zen Room  
Supplies for all  
NCSD K-6 schools  
(\$500 per school)*

**\$3,000**

### Calming Caddie Supplies

*Calming Caddie  
Supplies for all  
NCSD K-6 schools  
(\$500 per school)*

**\$3,000**

### Student Sensory Items

*Student Sensory  
Items for all NCSD  
K-6 schools  
(\$500 per school)*

**\$700**

### Mental Wellness Books

*30 copies of  
Connections Over  
Compliance Book  
for NCSD  
administration*

**\$3,000**

### First Aid Kits

*15 First Aid Kits to  
be placed in all  
NCSD buildings*

09/22/2022

Friends of Novi Schools

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
September 22, 2022**

**SUPERINTENDENT OF SCHOOLS**

**TOPIC:** Moving to a Closed Session

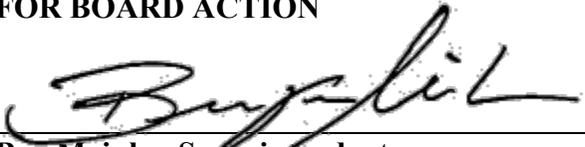
The Board of Education will move into a closed session for the following reasons:

- 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 for the purposes of contract Negotiations [OMA Sect.8(2)].
  
- 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 District land [OMA Sect. 8(3)].

**RECOMMENDATION:**

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

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

  
\_\_\_\_\_  
Ben Mainka, Superintendent

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
September 22, 2022**

**ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES**

**TOPIC:** Personnel Recommendations

Laura Carino, 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>
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**B. Retirements and Resignations**

<u>Name</u>	<u>Bldg.</u>	<u>Assignment</u>	<u>Reason</u>	<u>Effective</u>
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McIntyre, Gregory	ESB	Asst. Supt. Business/Oper.	Resigned	09-16-22
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Birdyshaw, Danielle	DF	3 <sup>rd</sup> Grade Teacher	Resigned	09-21-22
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Laney, Christopher	MS	P.E./Health Teacher	Resigned	09-23-22
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Nelson, Stephanie	NATC	Special Ed Para	Resigned	09-30-22
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Rajamani, Gomathi	ESB	Admin. Asst.-Academics	Resigned	09-09-22
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Wareck, Michele	HS	Bookkeeper	Retired	10-14-22
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**C. Leaves of Absence**

<u>Name</u>	<u>Bldg.</u>	<u>Assignment</u>	<u>Reason</u>	<u>Effective</u>
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**RECOMMENDATION:** That the Novi Community School District Board of Education adopts the personnel report recommendations as presented.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**



**Benjamin Mainka  
Superintendent**

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
September 22, 2022**

**SUPERINTENDENT OF SCHOOLS**

**TOPIC:** City of Novi and NCSD Land Swap Report

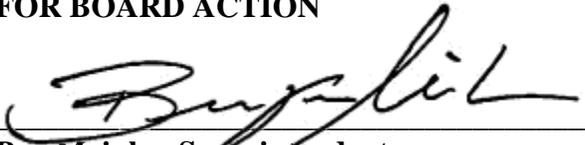
The Novi Community School District, the City of Novi, Plante Moran Cresa representatives, and respective attorneys have met several times since December 2020 for the purpose of discussing a land swap between the District and the city. The proposal was presented to and discussed by the Board on November 18, 2021.

This was brought to the Board at the September 8, 2022 Board meeting for further discussion and comes tonight for action.

**RECOMMENDATION:**

That the Novi Community School District Board of Education approve the Property Exchange Agreement as presented tonight.

**APPROVED AND RECOMMENDED  
FOR BOARD ACTION**

  
\_\_\_\_\_  
**Ben Mainka, Superintendent**

**PROPERTY EXCHANGE AGREEMENT**  
**BY AND BETWEEN THE CITY OF NOVI AND NOVI COMMUNITY SCHOOL DISTRICT**

This Agreement is made as of the date of the last signature below ("Effective Date") by and between the City of Novi, a Michigan home rule city, organized and operating under the Home Rule City Act, MCL 117.1, et seq., ("City") and Novi Community School District, a Michigan general powers school district organized and operating under the Michigan Revised School Code, MCL 380.1, et seq., ("District") (collectively, the City and the District, the "Parties," and individually, a "Party").

**RECITALS**

**WHEREAS**, the District owns property shown and legally described as "Parcel C" on the survey in **Exhibit 1** ("District High School Property");

**WHEREAS**, the City owns property adjacent to the District High School Property, which is shown and legally described as "Parcel B" on the survey in **Exhibit 1** ("City High School Property");

**WHEREAS**, the District owns property shown and legally described as "Parcel B" on the survey in **Exhibit 2** ("District Middle School Property");

**WHEREAS**, the City owns property adjacent to the District Middle School Property, which is shown and legally described as "Parcel A" on the survey in **Exhibit 2** ("City Middle School Property");

**WHEREAS**, the District owns property shown and legally described as "Parcel A" on the survey in **Exhibit 3** ("Bosco Fields Property");

**WHEREAS**, the District and the City have used portions of each other's properties referenced above pursuant to various agreements between the Parties concerning those properties ("Past Agreements"); and

**WHEREAS**, the District and the City desire to terminate the Past Agreements and to instead exchange certain properties pursuant to this Agreement without the payment of any monies by either Party to the other. The intention of the Parties is that the properties exchanged pursuant to this Agreement will constitute full and fair consideration.

**NOW, THEREFORE**, the Parties agree as follows:

1. District Conveyance. The District shall convey to the City (a) a portion of the District High School Property, specifically the portion shown as "Proposed Parcel 1" on the survey in **Exhibit 1** (the "Added City High School Property") and (b) the Bosco Fields Property by execution and delivery of a warranty deed in substantially the same form and containing substantially the same terms, reservations, and provisions as the warranty deed attached hereto as **Exhibit 4**.

2. City Conveyance. The City shall convey to the District (a) a portion of the City High School Property, specifically the portion south and southwest of the "proposed property line" shown within the City High School Property on the survey in **Exhibit 1** (the "Added District High School Property") and (b) a portion of the City Middle School Property, specifically the portion shown as "Proposed Parcel 1" on the survey in **Exhibit 2** (the "Added District Middle School Property") by execution and delivery of a warranty deed in substantially the same form and containing substantially the same terms, reservations, and provisions as the warranty deed attached hereto as **Exhibit 5**.

3. Title Work. The Parties have obtained owner's title insurance commitments for this transaction from Amrock Commercial as follows (collectively, the "Title Commitments"):

- (a) District High School Property – commitment no. C000125567-4 dated February 28, 2022, 8:00 AM.
- (b) City High School Property – commitment no. C000125567-5 dated February 28, 2022, 8:00 AM.
- (c) District Middle School Property – commitment no. C000125567-3 dated February 28, 2022, 8:00 AM.
- (d) City Middle School Property – commitment no. C000125567-2 dated March 7, 2022, 8:00 AM.
- (e) District Bosco Fields Property – commitment no. C000125567-1 dated February 23, 2022, 8:00 AM.

The District shall work with Amrock Commercial before Closing to revise (a) the City High School Property title commitment to provide title insurance only for the property portion being conveyed to the District, specifically the Added District High School Property, and (b) the City Middle School Property title commitment to provide title insurance only for the property portion being conveyed to the District, specifically the Added District Middle School Property.

The City shall work with Amrock Commercial before Closing to revise the District High School Property title commitment to provide title insurance only for the property portion being conveyed to the City, specifically the Added City High School Property.

The Parties shall agree in writing to the title policy amounts for each Title Commitment no later than 90 calendar days after the Effective Date (the "Due Diligence Period"); if the Parties do not agree on the title policy amount for a Title Commitment, then the Parties shall work in good faith to retain an appraiser mutually agreeable to the Parties to determine the value of the applicable property within the Due Diligence Period, and the appraiser's value shall be used as the title policy amount for that Title Commitment. The Parties shall work together in

good faith to ensure that the title company providing title insurance policies for this transaction issues title policies in amounts agreed to by the Parties or the amount determined by the appraiser.

The City High School Property title commitment and the City Middle School Property title commitment currently contain title exceptions. During the Due Diligence Period, the District shall have the right to work with Amrock Commercial to remove or revise those title exceptions that the District determines would unreasonably interfere with the District's intended uses of the properties subject to those title commitments. If the District has made an effort to remove or revise those title exceptions within the Due Diligence Period but has not finalized removing or revising those title exceptions within the Due Diligence Period, then the Parties may agree in writing to extend the Due Diligence Period or the District may terminate this Agreement by providing a written termination notice to the City within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for 1/2 of any Transaction Costs (as defined below) for services performed before the termination date.

4. Environmental. The Parties ordered and reviewed Phase I Environmental Site Assessment reports for the Added City High School Property, the Added District High School Property, the Added District Middle School Property, and the Bosco Fields Property (the "New Properties"), which assessments are dated May 5, 2022 (collectively, the "Environmental Assessments"). The Parties are satisfied with the Environmental Assessments.

If Closing does not occur before November 5, 2022, then the Parties will cause the Environmental Assessments to be updated; the Parties shall have until the expiration of the Due Diligence Period to obtain and review the updated Environmental Assessments. If the Environmental Assessments are not updated before the expiration of the Due Diligence Period or any of the updated Environmental Assessments indicate environmental contamination or recommend further investigation, then the Parties may agree in writing to extend the Due Diligence Period or either Party may terminate this Agreement by providing a written termination notice to the other Party within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for 1/2 of any Transaction Costs for services performed before the termination date.

5. Surveys. The Parties obtained boundary surveys depicting the properties subject to this transaction, which surveys are attached as **Exhibits 1-3**. Based on the title exceptions in the Title Commitments, the Parties determined to upgrade the boundary surveys in **Exhibits 1-2** to ALTA surveys, and the Parties are awaiting the completion of those ALTA surveys.

If those ALTA surveys are not obtained before the expiration of the Due Diligence Period or those ALTA surveys reveal matters other than those depicted on the boundary surveys in **Exhibits 1-2**, then the Parties may agree in writing to extend the Due Diligence Period or either Party may terminate this Agreement by providing a written termination notice to the

other Party within 10 calendar days of the expiration of the Due Diligence Period; upon such termination, neither Party shall have any further rights or responsibilities under this Agreement, except that each Party shall remain responsible for 1/2 of any Transaction Costs for services performed before the termination date.

6. Transaction Costs. The Parties shall each pay 1/2 of the due diligence costs for this transaction, which include but may not be limited to the (a) title policies issued pursuant to the Title Commitments, (b) Environmental Assessments, (c) updated Environmental Assessments if obtained pursuant to Section 4 above, (d) the appraiser's fee if an appraiser is used by the Parties pursuant to Section 3 above, (e) Boundary Surveys and ALTA Surveys referenced in Section 5 above, (f) soil borings for properties subject to this transaction; (g) Plante Moran CRESA fees for this transaction, (h) closing fee imposed by the title company facilitating the Closing, and (i) recording of the warranty deeds in **Exhibits 4-5**, the purchaser's statements in **Exhibits 6-7**, and the Termination Agreement in **Exhibit 8** (collectively, all the costs in this Section 6, the "Transaction Costs"). Transaction Costs do not include attorney fees. Transaction Costs shall be paid at Closing, except as otherwise provided in this Agreement.

7. Representations and Warranties.

The City as to the City High School Property and the City Middle School Property and the District as to the District High School Property and the Bosco Fields Property each represent and warrant to the other Party as follows:

- (a) To the best of its knowledge, there is no pending litigation affecting all or any part of the properties, or its interest therein.
- (b) There are no unrecorded options, rights of first refusal, licenses, rental agreements, leases or other rights of occupancy outstanding in respect of the properties, except those between the City and the District, which the City and the District shall terminate at Closing.
- (c) To the best of its knowledge, there are no uncorrected violations of any building codes and regulations, health codes or zoning ordinances, or county, state or federal laws or regulations, affecting the property or the use or enjoyment thereof.
- (d) Except as may be disclosed in the Title Commitments, the Environmental Assessments, or the surveys conducted pursuant to Section 5 above, to the best of its knowledge there are no underground storage tanks or hazardous or toxic substances existing on, under, above or upon the property as defined in any federal, state or local law, regulation, rule, statute or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or upon the properties.
- (e) There are no real estate broker or agent commissions, fees and other charges involved in or attributable to this transaction and conveyance. Acquiring Party shall not be responsible for any such brokerage or agent fees, commissions, or other such charges, and it shall to the extent permitted by law indemnify, defend and hold acquiring Party free and

harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented it, or otherwise to be entitled to compensation, in connection with this Agreement or in connection with the sale of the properties.

8. Prior Agreements.

The City and the District shall sign the termination agreement attached as **Exhibit 8** at Closing, terminating any prior agreements between the District and the City concerning the City High School Property, the City Middle School Property, the District High School Property, and the Bosco Fields Property (collectively, the "Current Properties").

9. Land Divisions.

The Parties acknowledge that a land division of one or more of the Current Properties will be necessary to complete the transaction contemplated by this Agreement. The District and the City will cooperate during the land division process. The Parties acknowledge and agree that this Agreement is conditioned on the land divisions being granted to the satisfaction of each Party, which shall not be unreasonably withheld, within the Due Diligence Period. If the land division is not approved to such satisfaction within the Due Diligence Period, then either Party may terminate this Agreement and neither Party shall have any liability or responsibility to the other under this Agreement, except that each Party shall remain responsible for 1/2 of any Transaction Costs for services performed before the termination date.

10. Other Terms and Conditions. The following additional terms and conditions apply:

- (a) Legal Descriptions. The District and City shall jointly prepare the final legal descriptions for each property subject to this transaction, including the New Properties. Once the legal descriptions for the New Properties have been finalized and agreed to by the Parties, they shall be included in the deeds in **Exhibits 4** and **5**. Following Closing, the Parties shall reasonably cooperate in executing and recording amendments that are necessary, if any, for purposes of replacing legal descriptions of properties subject to this transaction if they contain mutual mistakes and errors that are discovered at or after the Closing.
- (b) Possession. Possession of the New Properties will be delivered at the Closing. The Warranty Deeds and other documents shall be delivered at the Closing.
- (c) Closing. The Closing shall take place at the office of the District's Superintendent. Subject to other terms in this Agreement, the Closing shall take place on a date and time as is mutually agreeable to the Parties; provided, however, that the Closing shall occur not later than 15 calendar days after the expiration of the Due Diligence Period or any

extension thereof ("Closing"). The Parties agree to the following for the purpose of consummating this transaction:

- (i) Each Party shall deliver to the other evidence satisfactory to establish their authority to enter into and consummate this transaction.
  - (ii) Each Party shall pay for all transfer taxes, fees attributable to any parcel split/combine which may have been assessed, and fees and charges of its own representatives, agents, or contractors, for property conveyed by that Party.
  - (iii) Both Parties shall execute, acknowledge and deliver such other instruments, documents and undertakings (in customary form reasonably acceptable to the District and the City) as shall be reasonably necessary in order to fully consummate this Agreement and to bring into effect its intent and purpose, including any required non-foreign affidavits.
  - (iv) All taxes and assessments that have become a lien upon the land as of the date of Closing (if any) shall be paid by the conveying Party. The acquiring Party shall be responsible for the payment of all property taxes falling due after the date of Closing without regard to lien date. The conveying Party shall pay the cost of all utilities and service charges through and including the date of Closing.
- (d) Time is of the essence. At all times under this Agreement where certain time constraints are set forth, the Parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing.
- (e) Default. In the event of material default by the City under this Agreement, the District may, at its option, elect to enforce the terms hereof or rescind and terminate this Agreement. In the event of a material default by the District, the City may, at its option, elect to enforce the terms hereof or rescind and terminate this Agreement.
- (f) Choice of law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan that are applicable to Agreements made and to be performed in that State. Should any court action be commenced at any time involving or concerning this Agreement, the Parties consent and agree to jurisdiction and venue being in the State of Michigan Circuit Court in Oakland County. In the event any provision of this Agreement or any addendum to this Agreement contains provisions that are contrary to existing law in the State of

Michigan or negate any legal right of a Party under the laws of said state, such provision shall be severed from this Agreement and shall be of no force or effect, but shall not otherwise invalidate the remainder of this Agreement. The Agreement of the Parties in this paragraph shall survive the Closings of this transaction.

- (g) Disclaimer of Warranties. AT CLOSING, EACH PARTY SHALL SIGN A PURCHASER'S STATEMENT. THE PURCHASER'S STATEMENT WILL CONFIRM IN WRITING TO THE OTHER PARTY THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, (A) THE ACQUIRING PARTY HAS INSPECTED THE PARCEL THAT PARTY IS RECEIVING; IS AGREEING TO TAKE THE PARCEL "AS IS" AND IN ITS PRESENT CONDITION; AND THAT THERE ARE NO WRITTEN OR ORAL UNDERSTANDINGS EXCEPT THOSE IN THIS AGREEMENT; AND (B) THE CONVEYING PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WITH REGARD TO THE PROPERTY THAT PARTY IS TRANSFERRING. THE PURCHASER'S STATEMENT TO BE SIGNED BY THE DISTRICT IS IN EXHIBIT 6 AND THE PURCHASER'S STATEMENT TO BE SIGNED BY THE CITY IS IN EXHIBIT 7.
- (h) Legal document; interpretation. THIS IS A LEGAL AND BINDING DOCUMENT, AND BOTH THE DISTRICT AND THE CITY ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO CONSULT AN ATTORNEY TO PROTECT THEIR INTERESTS IN THIS TRANSACTION. WHERE THE TRANSACTION INVOLVES FINANCIAL AND TAX CONSEQUENCES, THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED TO SEEK THE ADVICE OF THEIR ACCOUNTANT OR FINANCIAL ADVISER. NO PROVISION IN THIS AGREEMENT IS TO BE INTERPRETED FOR OR AGAINST ANY PARTY BECAUSE THAT PARTY OR THAT PARTY'S LEGAL REPRESENTATIVE DRAFTED THE PROVISION. THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.
- (i) All agreements in writing. THE DISTRICT AND THE CITY AGREE THAT THIS AGREEMENT (AND WRITTEN AND SIGNED ADDENDA, IF ANY) CANNOT BE MODIFIED, ALTERED OR OTHERWISE AMENDED WITHOUT A WRITING BEING DULY APPROVED BY AND SIGNED OR INITIALED, AS THE CASE MAY BE, BY BOTH DISTRICT AND THE CITY.
- (j) Notices. ALL NOTICES AND DEMANDS REQUIRED OR PERMITTED UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE SERVED PERSONALLY OR BY POSTAGE PREPAID UNITED STATES FIRST CLASS, CERTIFIED (RETURN RECEIPT REQUESTED), OR REGISTERED MAIL, ADDRESSED TO THE PARTY AT THE ADDRESS INDICATED ON PAGE 1 HEREOF OR TO SUCH OTHER PLACE AS MAY BE DESIGNED BY NOTICE GIVEN IN ACCORDANCE WITH THIS SECTION. IT IS AGREED TO BY THE PARTIES THAT NOTICES REQUIRED HEREUNDER MAY, BUT

ARE NOT REQUIRED TO, BE DELIVERED BY FACSIMILE (FAX) COPY TO THE PARTIES OR THEIR AGENTS PROVIDED A HARD COPY (ORIGINALLY SIGNED COPY) IS MAILED OR DELIVERED IN A TIMELY MANNER. IF FAXED, THE DATE AND TIME OF THE RECEIPT OF THE FAX SHALL BE THE DATE AND TIME OF SAID OFFER, ACCEPTANCE OR NOTICE. IF NOT FAXED, NOTICE SHALL BE DEEMED TO HAVE BEEN GIVEN ON THE EARLIER OF (A) THE DATE OF PERSONAL DELIVERY, (B) THE DATE WHEN RECEIVED, OR (C) ONE (1) DAY AFTER MAILING IF MAILED IN THE STATE OF MICHIGAN. THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.

- (k) Grammar and headings. WHENEVER WORDS HEREIN ARE USED IN THE MASCULINE, THEY SHALL BE READ IN THE FEMININE OR NEUTER WHENEVER THEY WOULD SO APPLY AND VICE VERSA, AND WORDS IN THIS AGREEMENT THAT ARE SINGULAR SHALL BE READ AS PLURAL WHENEVER THE LATTER WOULD SO APPLY AND VICE VERSA. THE HEADINGS CONTAINED HEREIN ARE FOR THE CONVENIENCE OF THE PARTIES AND ARE NOT TO BE USED IN CONSTRUING THE PROVISIONS OF THIS AGREEMENT.
- (l) Entire agreement. THE DISTRICT AND THE CITY AGREE THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THEM REGARDING THE TRANSACTION DESCRIBED HEREIN AND THAT THERE ARE NO AGREEMENTS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS THAT HAVE BEEN RELIED UPON BY THEM THAT ARE NOT STATED IN THIS AGREEMENT.
- (m) Counterparts. The Agreement may be executed in any number of counterparts, none of which need be executed by all the parties hereto, each of which shall be deemed an original, and all of which when taken together shall constitute one in the same instrument. Each Exhibit attached hereto shall be a part of this Agreement, as if the content thereof was fully set forth in the body of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers.

CITY OF NOVI

---

By: Robert Gatt  
Its: Mayor  
Date: \_\_\_\_\_, 2022

---

By: Cortney Hanson  
Its: City Clerk  
Date: \_\_\_\_\_, 2022

**ACKNOWLEDGMENT**

STATE OF MICHIGAN    )  
  ) ss  
COUNTY OF OAKLAND    )

The foregoing Agreement was acknowledged before me by Robert Gatt, Mayor, and Cortney Hanson, Clerk, on behalf of the City of Novi, on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

[Signatures Continued on Next Page]



**EXHIBIT 1**

District High School Property and City High School Property Survey



## **EXHIBIT 2**

District Middle School Property and City Middle School Property Survey



**EXHIBIT 3**

Bosco Fields Property Survey



## EXHIBIT 4

### WARRANTY DEED

Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Grantor") conveys and warrants to the City of Novi, a Michigan home rule city, organized and operating under the Home Rule City Act, MCL 117.1, *et seq.*, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("Grantee"), property legally described as follows:

[Insert Legal Description]

(the "Property"), which is Parcel No. [Insert], including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of one dollar (\$1.00) and other good and valuable consideration.

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by \_\_\_\_\_, Commitment No. \_\_\_\_\_, dated \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

**GRANTOR:**

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

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

By: **(For Execution at Closing)**  
Ben Mainka

Its: Superintendent

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_ day of \_\_\_\_\_, 2022 by Ben Mainka, Superintendent, Novi Community School District, a Michigan general powers school district.

\_\_\_\_\_(signature)  
\_\_\_\_\_(printed)  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

## EXHIBIT 5

### WARRANTY DEED

The City of Novi, a Michigan home rule city, organized and operating under the Home Rule City Act, MCL 117.1, *et seq.*, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("Grantor") conveys and warrants to Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Grantee"), property legally described as follows:

[Insert Legal Description]

(the "Property"), which is Parcel No. [Insert], including all tenements, hereditaments, appurtenances, and improvements thereunto belonging or in any way appertaining for the sum of one dollar (\$1.00) and other good and valuable consideration.

This conveyance is subject to:

1. Building and zoning laws, ordinances, and regulations;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. recorded and existing building and use restrictions, or other restrictions relating to the use or improvement of the Property;
4. all other rights, restrictions, reservations, easements, and other matters of record disclosed in the Commitment for Title Insurance issued by \_\_\_\_\_, Commitment No. \_\_\_\_\_, dated \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

The Grantor grants to the Grantee the right to make all permitted divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. The Property may be located within the vicinity of farmland or a farm operation.

Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This transaction is exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

**GRANTOR:**

**CITY OF NOVI,  
a Michigan home rule city**

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

By: **(For Execution at Closing)**  
[Printed Name]

Its: \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, \_\_\_\_\_, City of Novi, a Michigan home rule city.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

<b>When Recorded Return To:</b>	<b>Send Subsequent Tax Bills To:</b>	<b>Prepared By (Without Opinion):</b>
Grantee	Grantee	Piotr M. Matusiak, Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, MI 48826-2575

**EXHIBIT 6**

**PURCHASER'S STATEMENT**

Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Purchaser") is purchasing from the City of Novi, a Michigan home rule city, organized and operating under the Home Rule City Act, MCL 117.1, *et seq.*, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 (the "Seller"), the following described premises situated in the City of Novi, Oakland County, Michigan:

[Insert Legal Description]

Tax Identification No. \_\_\_\_\_ (the "Property").

Subject to any terms to the contrary in the Property Exchange Agreement between the Purchaser and Seller dated \_\_\_\_\_, 2022, the Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property "as is" with all personal property and debris and in its present condition.
- (2) There are no other or additional written or oral understandings and that the Seller disclaims any and all warranties of any kind with regards to the Property.

The provisions stated above shall survive closing.

[Signature on the Following Page]

**PURCHASER:**

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

Signature: **(For Execution at Closing)**

Printed Name: Ben Mainka

Its: Superintendent

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

The foregoing was acknowledged before me in \_\_\_\_\_, County, Michigan,  
this \_\_\_\_ day of \_\_\_\_\_, 2022, by Ben Mainka, Superintendent, Novi Community  
School District, a Michigan general powers school district.

\_\_\_\_\_(signature)

\_\_\_\_\_(printed)

Notary Public, \_\_\_\_\_County, Michigan

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**Prepared by and after  
recording return to:**

Piotr M. Matusiak, Esq.

Thrun Law Firm, P.C.

P.O. Box 2575

East Lansing, Michigan 48826-2575

**EXHIBIT 7**

**PURCHASER'S STATEMENT**

The City of Novi, a Michigan home rule city, organized and operating under the Home Rule City Act, MCL 117.1, et seq., whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 (the "Purchaser") is purchasing from Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, et seq., as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("Seller"), the following described premises situated in the City of Novi, Oakland County, Michigan:

[Insert Legal Description]

Tax Parcel Identification No. \_\_\_\_\_ (the "Property").

Subject to any terms to the contrary in the Property Exchange Agreement between the Purchaser and Seller dated \_\_\_\_\_, 2022, the Purchaser confirms, acknowledges, and agrees that:

- (1) It has inspected the Property and agrees to take the Property "as is" with all personal property and debris and in its present condition.
  
- (2) There are no other or additional written or oral understandings and that the Seller disclaims any and all warranties of any kind with regards to the Property.

The provisions stated above shall survive closing.

[Signature on the Following Page]

**CITY OF NOVI,  
a Michigan home rule city**

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

By: **(For Execution at Closing)**  
[Printed Name]

Its: \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, \_\_\_\_\_, City of Novi, a Michigan home rule city.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in the County of: \_\_\_\_\_

**Prepared by and after recording return to:**

Piotr M. Matusiak, Esq.,  
Thrun Law Firm, P.C.  
P.O. Box 2575  
East Lansing, Michigan 48826-2575

## **EXHIBIT 8**

### **TERMINATION AGREEMENT**

This Termination Agreement is entered into by and between Novi Community School District, a Michigan general powers school district organized and operating under the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 25345 Taft Road, Novi, Michigan 48374 ("District") and the City of Novi, a Michigan home rule city, organized and operating under the Home Rule City Act, MCL 117.1, *et seq.*, whose address is 45175 Ten Mile Road, Novi, Michigan, 48375 ("City").

**WHEREAS**, the District owns Property assigned Tax Parcel No. 22-27-100-007 and legally described in Attachment A hereto;

**WHEREAS**, the City owns property assigned Tax Parcel No. 22-27-100-005 and legally described in Attachment A hereto;

**WHEREAS**, the District owns Property assigned Tax Parcel No. 22-17-300-017 and legally described in Attachment A hereto;

**WHEREAS**, the City owns Property assigned Tax Parcel No. 22-17-300-016 and legally described in Attachment A hereto;

**WHEREAS**, the District owns Property assigned Tax Parcel No. 20-20-200-011 and legally described in Attachment A hereto (the property referenced in this whereas clause and all the preceding whereas clauses, collectively, the "Properties");

**WHEREAS**, the District and the City have entered into various agreements with each other concerning the Properties, which agreements were entered into before [Insert Closing Date] (the "Prior Agreements");

**WHEREAS**, the District and the City have entered into a Property Exchange Agreement dated [Insert Date] and have exchanged properties pursuant to that agreement (the "Property Exchange"); and

**WHEREAS**, given the Property Exchange, the Parties have determined that it is no longer necessary to maintain the Prior Agreements.

**NOW THEREFORE**, for the consideration of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both the District and the City, the parties agree as follows:

1. Termination. The District and the City hereby terminate the Prior Agreements in their entirety effective immediately and neither the District nor the City shall have any further rights or obligations pursuant to those Prior Agreements.
2. Counterparts. This Termination Agreement may be executed in several counterparts, each of which may be deemed as original, and all of such counterparts together shall constitute one and the same Termination Agreement. Facsimile signatures shall be binding.
3. Governing Terms. In the event of any inconsistency between the terms of this Termination Agreement and the Prior Agreements, this Termination Agreement shall govern.
4. Governing Law. This Termination Agreement shall be construed, interpreted, and enforced under the laws of the State of Michigan.
6. No Construction Against Drafting Party. This Termination Agreement shall not be more strictly construed against, nor shall any ambiguities within this Termination Agreement be resolved against, a Party because that Party's participation in the drafting of this Termination Agreement.
7. Entire Agreement. This Termination Agreement constitutes the entire agreement between the District and the City. None of the terms of this Termination Agreement may be modified or amended in any way except by an instrument in writing executed by an authorized representative of the District and the City.

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

Signature: **(For Execution at Closing)**

Printed Name: Ben Mainka

Its: Superintendent

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

**CITY OF NOVI, a Michigan home rule city**

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

By: **(For Execution at Closing)**  
[Printed Name]

Its: \_\_\_\_\_

**Prepared by and after recording return to:**

Piotr M. Matusiak, Esq.,  
Thrun Law Firm, P.C.  
P.O. Box 2575  
East Lansing, Michigan 48826-2575

**Attachment A to Termination Agreement**  
**Property Legal Descriptions**

**BOARD OF EDUCATION  
NOVI COMMUNITY SCHOOL DISTRICT  
NOVI, MICHIGAN  
September 22, 2022**

**ASSISTANT SUPERINTENDENT OF BUSINESS AND OPERATION**

**TOPIC:** Surplus Property

Under Board Policy 5004, Surplus Property - Equipment and Supplies, the Superintendent or Assistant Superintendent of Business and Operations is authorized to dispose of obsolete instructional and other property by selling it to the highest bidder, by donation to appropriate parties, or by proper waste removal.

After a thorough review of musical instruments at the middle school, the attached list was compiled and a value of \$750.00 per instrument was determined.

This comes tonight as information and discussion and will come back before the Board for approval at the October 6, 2022 regular meeting.

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

  
\_\_\_\_\_  
**Ben Mainka, Superintendent**

# MEMO

September 2, 2022

Mr. Ben Mainka  
Superintendent of Schools

## RE: SURPLUS PROPERTY

As per board policy #5004 (Surplus Property), the Superintendent or Assistant Superintendent of Business and Operations is authorized to dispose of obsolete instructional and other property by selling it to the highest bidder, by donating to appropriate parties, or by proper waste removal.

Attached is a list of older music instruments at the middle school that are beyond their useful life. These instruments have been valued at \$750.00

The Business Office request the instruments be deemed surplus property beyond their useful life and sold for \$750.00 or exchanged for more serviceable musical instruments to be used at the middle school.

Thank you in advance for your consideration.



Gregory R. McIntyre  
Assistant Superintendent of Business and Operations

Instrument	Brand / Make	Serial Number	Model
Bari Saxophone	Buescher	451004	
Bassoon	Leshner	1237	
Clarinet	Selmer Prelude	29403	
Clarinet	Bundy	1399073	
Clarinet	Boosey & Hawkes	208870	
Clarinet	Vito	2585	
Euphonium	Yamaha	4788	
Euphonium	Yamaha	165	
Euphonium	Yamaha	124676	
Flute	Toshio		
Horn	Conn (Single Horn)	620383	
Trombone	Bach	B91726	
Trombone	Conn	B0751	
Marching Snare Drum	Yamaha	NX-2263	MS-6113U
Marching Snare Drum	Yamaha	IH-4193	MS-514U
Marching Snare Drum	Yamaha	NY-1722	MS-514U
Marching Snare Drum	Yamaha	NY-1720	MS-514U
Marching Snare Drum	Yamaha	MS-6113U	NX-2244
Marching Snare Drum	Yamaha	NY-1717	MS-514U
Marching Snare Drum	Yamaha	NY-1685	MS-514U
Marching Snare Drum	Yamaha	IH-4217	MS-514U
Marching Snare Drum	Yamaha	NY-1712	MS-514U
Marching Snare Drum	Yamaha	OH04899	MS-6113U
Marching Snare Drum	Yamaha	OI-2951	MB-6116-U
Marching Bass Drum	Yamaha	OI-3091	MB-522U
Marching Bass Drum	Yamaha	NL-4386	MB-524U
Marching Bass Drum	Yamaha	NL-4535	MB-526U
Marching Tenors	Yamaha	QLM6087	NQ213U
Marching Tenors	Yamaha	LH-2874	MQ-6108U
StrobeTuner	Conn		
Electronic Keyboards	Yamaha	Various: 19 Total	