PLYMOUTH-CANTON
COMMUNITY SCHOOLS
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454 S. Harvey
Plymouth, Michigan

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting.

There is a time for public participation during the meeting as indicated in the agenda item Citizens' Comment.

Citizens' Comment Cards must be submitted before the start of the Board meeting per district policy #0167.3

Regular Meeting - Tuesday, April 23, 2024 - 7:00 p.m.

2023-2024 Meeting Calendar

Calendar of Board Meetings 2023-2024 (p. 4)

Call The Meeting to Order

- Roll Call
- Pledge of Allegiance

A. Adoption of Agenda/Approval of Consent Agenda

Action Item #24-04-69

1. Human Resources

Resignations and Retirements

Resignations and Retirements (p. 5)

2. Approval of Minutes

Special Meeting Minutes - April 9, 2024 (p. 6)
Regular Meeting Minutes - April 9, 2024 (p. 7)
Special Meeting Minutes - April 16, 2024 (p. 12)

3. Final Reading Policies

Policy #5464 - Early Graduation - Final Reading (p. 14)

4. Action Items

Consider Approval of a Resolution for a Tentative Agreement with the Plymouth-Canton Maintenance Association (First and Final Reading)

Tentative Agreement Plymouth-Canton Maintenance Association 2024-2027 (p. 16)

B. Celebrating Success

Olivia Graham, Plymouth High School Sophomore
Presenter: Member McCoin

C. Board Committee Reports/Action

1. President's Report

2. Student Performance & Achievement Committee (SPA)-Anupam Sidhu

Next Meeting: Wednesday, May 1, 2024 - 5 p.m.

3. Policy Committee-Patti McCoin

Next Meeting: Tuesday, May 28, 2024 - 5:30 p.m.

4. Finance and Operations Committee-Patrick Kehoe

Next Meeting: Thursday, May 9, 2024 - 5 p.m.

5. Student Voice in Action Committee-Josh Patterson & Saee Pawar

Next Meeting: Monday, May 20, 2024 - 6 p.m.

D. Administrative Reports/Recommendations

1. Superintendent's Report

2. Teaching and Learning - Bethany Rayl

Middle School Program Highlights (Presentation)

P-CCS Middle School Program Highlights (p. 18)

Consider Approval of a Resolution for Middle School Math Curriculum Materials (First Reading)

Resolution-Middle School Math Materials (p. 39)

Action Item #24-04-70: Consider Approval of a Resolution for Elementary English Lanuage Arts (ELA) Curriculum Materials (Final Reading)

Resolution-Elementary English Language Arts (ELA) Materials (p. 52)

3. Finance and Operations - Jill Minnick

Consider Approval of a Resolution for a Property Sale Agreement (Tanger Center Property-Five Mile Road) (First Reading)

Resolution to Approve the Sale of the Tanger Center Property (p. 54)

Consider Approval of a Resolution for Security Window Film (First Reading)

Resolution- Award for Window Security Film (p. 90)

Action Item #24-04-71: Conside Approval of Bid Package #EL-4a - Hoben Elementary Drainage Impovements (Final Reading)

Resolution-BP #EL-4a Hoben Drainage Improvements (p. 112)

E. Citizens' Comments

F. Action Items/Discussion

Action Item #24-04-72: Consider Approval of a Resolution to Recognize Teacher Appreciation Week (First and Final Reading)

Teacher Appreciation Week Resolution - May 2024 (p. 118)

G. Follow-up Board Questions

Follow-up Board Questions from 4-9-24 (p. 120)

H. Adjournment

District Vision: P-CCS will deliver an innovative educational experience which propels each student to excellence.

District Mission: P-CCS will develop capable, involved citizens who recognize that they are citizens of the world, use critical thinking skills, and are lifelong learners.

PLYMOUTH-CANTON
COMMUNITY SCHOOLS
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E.J. McClendon Educational Center

454 S. Harvey, Plymouth, MI 48170

Meeting of the Board of Education
2023-2024

(subject to change)

DATE	TIME	MEETING TOPIC	LOCATION
April 23, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
May 14, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
May 28, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
June 11, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center
June 25, 2024	7 p.m.	Regular Meeting	E.J. McClendon Center

Regular meetings of the Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, shall be held on the second and fourth Tuesdays of each month (except 8-29-23 = 5th Tuesday) (there will be only one meeting in July (7-11-23), one meeting in December (12-12-23), and one meeting in March (3-12-24).

The Board shall comply with Subtitle A of Title ll of the Americans with Disabilities Act of 1990, being Public Law 101-336, 42 USC 12101 et. Seq. or successor law. Requests for reasonable accommodation to participate in the meeting may be made by calling Diane Robertson, Executive Assistant to the Superintendent, at 734-416-3048 for voice & TDD calls or email to diane.robertson@pccsk12.com five days in advance of the meeting. Video recording of any open meeting is permitted with prior approval of the Superintendent. *Updated 4-10-24*

2023/24 SCHOOL YEAR

RESIGNATIONS

NAME, ASSIGNMENT, DATE OF HIRE	REASON, EFFECTIVE DATE
LEWIN, EMILY ELEM. CLSRM. HOBEN 08/30/2021	Resignation effective April 10, 2024.

RETIREMENTS

NAME, ASSIGNMENT, DATE OF HIRE	REASON, EFFECTIVE DATE
ABRAHAM, DANIEL PHYSICAL EDUC. SECONDARY DISCOVERY 08/28/1995	Retirement effective June 12, 2024.
COWELL, LYNNE ELEM. CLSRM. TONDA 09/19/1991	Retirement effective June 12, 2024.
HOLLANDSWORTH, DONNA CHEMISTRY SALEM 08/28/2000	Retirement effective June 13, 2024.
POLIDORI, JANET (0.8) SOCIAL WORKER (ASD) TONDA 01/23/2019	Retirement effective June 12, 2024.
STEINHAUER, JENNIFER MEDIA SPECIALIST TONDA 01/17/2000	Retirement effective June 12, 2024.

MOTION:

AUTOMATICALLY ACCEPT AS PART OF THE CONSENT AGENDA ACTION.

"Move that the Board of Education approve the above Leaves, Resignations and Retirements as listed abov.

PLYMOUTH-CANTON
COMMUNITY SCHOOLS
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BOARD OF EDUCATION SPECIAL MEETING MINUTES
April 9, 2024

The Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, met in a Special Meeting on Tuesday, April 9, 2024, at 5:30 p.m. at the E. J. McClendon Educational Center, 454 S. Harvey Street, Plymouth, Michigan, 48170.

Present: Members Christenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
Absent: None

President Wilson called the Special Meeting to order at 5:32 p.m. in the Collaboration Room.

Citizens' Comments:

- None

Closed Session:

It was moved by Member Kehoe and seconded by Member McCoin to move into Closed Session Pursuant to Section 8 (1)(c) of the Open Meetings Act to Consider Material Exempt from Discussion by State and Federal Stature, being negotiation sessions which are exempt from the Freedom of Information Action Pursuant to MCL 15.243(1)(g).

Ayes: Members Chrsitenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
Nays: None
The motion was carried 7-0

The Board moved into a Closed Session at 5:34 p.m.

A roll call vote was taken.

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
Nays: None
The motion was carried 7-0

Administrators Present: Dr. Monica L. Merritt, Superintendent of Schools
Mr. Abdul Madyun, Chief Human Resource Officer

Others Present: Mr. William Blaha, Collins and Blaha District Legal Counsel
Ms. Lorie Steinhauer, Collins and Blaha Disrict Legal Counsel
Ms. Daria Majewski, Collins and Blaha District Legal Counsel
Mr. Travis Comstock, Legal Counsel Giarmarco, Mullins, & Horton, P.C.
Ms. Diane Robertson, Executive Assistant to the Superintendent and Board

It was moved by Member Kehoe and seconded by Member Christenson to adjourn the Closed Session at 6:41 p.m.

Ayes: Members Christenson, Kehoe McCoin, Picard, Sidhu, Westra, and Wilson
Nays: None
The motion was carried 7-0

President Wilson adjourned the Special Meeting at 6:41 p.m.

_____
Anupam Chugh Sidhu
Secretary, Board of Education

PLYMOUTH-CANTON
COMMUNITY SCHOOLS
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BOARD OF EDUCATION REGULAR MEETING MINUTES
April 9, 2024

The Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, met in a Regular Meeting on Tuesday, April 9, 2024, at 7 p.m. at the E. J. McClendon Educational Center, 454 S. Harvey Street, Plymouth, Michigan, 48170.

President Wilson called the Regular Meeting to order at 7 p.m. in the Boardroom.

Present: Members Christenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
Absent: None

Administrators Present:
Dr. Monica L. Merritt, Superintendent of Schools
Dr. Liz Vartanian-Gibbs, Assistant Superintendent of Student & Family Engagement
Mr. Kurt Tyszkiewicz, Assistant Superintendent of Student Services
Ms. Jill Minnick, Chief Finance and Operations Officer
Ms. Bethany Rayl, Chief Academic and Innovation Officer
Mr. Abdul Madyun, Chief Human Resource Officer
Mr. Frank Ruggirello, Director of Partnerships and External Affairs
Mr. Hal Heard, Executive Director of High School Education
Mr. David Reed-Nordwall, Canton High School Principal
Mr. Greg Anglin, Plymouth High School Principal
Ms. Kim Villarosa, Salem High School Principal
Mr. Kevin Lane, Starkweather Academy Principal
Ms. Montyne Barbee, Canton High School Assistant Principal
Ms. Jan Douglas, ELA/Media Curriculum Coordinator
Mr. Tim Gruszczynski, Director of Facilities and Capital Projects

Others Present:
Ms. Diane Robertson, Executive Assistant to the Superintendent and Board
Mr. Josh Patterson, SVA Student Co-Chair
Mr. Brian Gesaman, McCarthy and Smith Senior Project Manager
Mr. Nick Tindall, McCarthy and Smith Project Engineer

Josh Patterson led the Pledge of Allegiance.

A. Adoption of the Agenda/Approval of the Consent Agenda

Action Item #24-04-63: It was moved by Member Sidhu and seconded by Member Christenson to adopt the Agenda and the Consent Agenda as presented. The Consent Agenda consisted of Leaves, Resignations, Retirements, Tenure Recommendations, Regular Meeting Minutes of March 12, 2024, First Reading Policies, Final Reading Policies, and Out-of-Country Field Trips.

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
Nays: None
The motion was carried 7-0

Leaves

Mills, Courtney	Elementary Classroom Farrand Elementary School	Childcare Leave of Absence 2024-2025 School Year

Resignations

Campernel, Angela	Elementary Classroom Workman Elementary School	Resignation Effective 3-11-24
Ignagni, Brandi	Instructional Coach Educational Support Center	Resignation Effective 3-15-24
Lewis, Patricia	Elementary Classroom Field Elementary School	Resignation Effective 3-15-24

Shoemaker, Amy	(0.8) Speech Correction (Early On) Allen Early Learning Academy	Resignation Effective 4-19-24

Retirements

Oneil, Michele	Computer Programming Canton High School	Retirement Effective 6-12-24
Wojtowicz, Nancy	Elementary Classroom Workman Elementary School	Retirement Effective 6-13-24

Tenure Recommendations

Bachand, Amanda	Biology Plymouth High School	Tenure Effective 4-13-24
Leblanc, Michelle	Cognitive Imp Elementary/MS Virtual Academy	Tenure Effective 2-18-24

Approval of Minutes

The Regular Meeting Minutes of March 12, 2024, were approved as presented.

First Reading Policies

- Policy #5464 – Early Graduation

Final Reading Policies

- Policy #3131 - Reduction in Certified Staff

Out-of-Country Field Trips

- Costa Rica - Plymouth High School (Grades 9-12)

B. Celebrating Success

Member Westra presented the Mary Beth Carroll Extra Miler Award to Ms. Melissa Darnell, a science teacher at Starkweather Academy, in recognition of her exceptional commitment to fostering her students' critical thinking and problem-solving skills. Melissa consistently goes above and beyond, dedicating extra time beyond school hours and participating in summer conferences to bring new and fun ideas to the science department. Her commitment to supporting her students and fellow staff members shines brightly in her daily work.

C. Board Committee Reports/Action

Presidents Report - Shawn Wilson

President Wilson spoke about the historical practice of the president responding to emails addressed to all Board members. Moving forward, a quarterly rotation will be implemented, allowing various Board members the opportunity to address these emails. Member Kehoe will manage responses to emails for the 4th quarter of the current school year.

Student Performance and Achievement Committee (SPA) - Anupam Chugh Sidhu

Member Westra shared that the SPA Committee met on April 3, 2024, and reviewed the High School Highlight Presentation and Middle School math curriculum materials. The committee also discussed future SPA committee topics. The next SPA meeting is scheduled for May 1, 2024, at 5 p.m. in the Boardroom at the E.J. McClendon Educational Center, and everyone is welcome to attend.

Policy Advisory Committee - Patti McCoin

Member McCoin shared that the Policy Committee has not met since the last Board meeting. The next policy meeting is scheduled for April 23, 2024, at 5:30 p.m. in the Collaboration Room at the E.J. McClendon Educational Center, and everyone is welcome to attend.

Finance and Operations Committee - Patrick Kehoe

Member Kehoe shared that the F&O Committee met on April 4, 2024, and reviewed Hoben Elementary site draining plans, a water main easement for the new P-CEP stadium, and a Salem High School chiller repair recommendation. The committee also discussed upcoming bids for a robotics hub, reviewed transportation and custodial KPIs, and reviewed February financial statements. The next F&O meeting will be held on April 18, 2024, at 5 p.m. in the Boardroom at the E.J. McClendon Educational Center, and everyone is welcome to attend.

Student Voice in Action Committee – Josh Patterson and Saee Pawar

Josh Patterson, SVA co-chair, shared that the SVA Committee met on March 18, 2024, and sampled new menu items from the Nutrition Services Department. The committee also created and distributed posters to gather student feedback regarding the P-CEP dress code. The next SVA meeting is scheduled for May 1, 2024, in the Canton High School Media Center, and everyone is welcome to attend.

D. Administrative Reports/Recommendations

Superintendent's Report

Superintendent Merritt expressed appreciation to district staff members who helped make *March is Reading Month* a great success. She also thanked the Plymouth Township Police Department, whose officers visited several P-CCS schools to read to students through their *Books and Badges Program*, highlighting the importance of our community partnerships and the district's strong relationship with the local law enforcement community.

She shared a long list of student accomplishments, starting with P-CEP 88.1 the Park, which was recently recognized as the Michigan Association of Broadcasters 2024 High School Radio Station of the Year for the seventh consecutive year. She congratulated the hardworking radio station students who received numerous awards at the MAB Broadcast Awards Celebration on March 18.

In addition, congratulations were extended to the P-CEP Culinary Arts Program Competitive Team for their strong showing at the recent ProStart State Hospitality Competition in Kalamazoo. The program's Management Team won the State Championship and qualified for the National ProStart Competition in Baltimore later this month. The award-winning Culinary Team finished second in this year's competition, one year after winning last year's national championship.

Recognition was also extended to the P-CEP Lighting Robotics Team, which continued its tradition of success after reaching the semi-final round at the State Robotics Competition. The team also received the prestigious FIRST Impact Award at the district competition, which honors the team that best represents a model for other teams to emulate.

Further district highlights included congratulations for students in the Advanced Video Production classes at P-CEP, who were recently named finalists in the nationwide Courageous Persuaders Video Competition, where students used their talents to create a 30-second television commercial promoting safe driving.

The P-CEP Science and Engineering Fair Club members were also recognized and congratulated for their hard work and success. Several students earned strong showings at recent competitions, earning scholarships and invitations to compete in state and national finals.

Kindergarten registration is open for the 2024-2025 school year. Traditional and Young 5 options are available, ensuring a strong start for the community's youngest learners. District families were encouraged to visit the P-CCS website for additional details.

In closing, Superintendent Merritt reminded families that the upcoming application deadline for the district's limited Schools of Choice program is April 13. Students in contiguous counties in grades K-10 are eligible to apply. Additional information is available on the district website.

Teaching and Learning – Bethany Rayl

High School Program Highlights (Presentation)

Mr. Hal Heard, Executive Director of High School Education, along with Mr. Kevin Lane, Starkweather Academy Principal; Mr. David Reed-Nordwall, Canton High School Principal; Mr. Greg Anglin, Plymouth High School Principal; Ms. Kim Villarosa, Salem High School Principal, and Ms. Montyne Barbee, Canton High School Assistant Principal, gave a presentation to provide P-CCS High School Program highlights.

The presentation centered on key program elements aimed at fostering a strong sense of belonging, promoting student engagement, and cultivating a positive culture and climate. Multiple educational and extracurricular

opportunities were showcased to illustrate the many offerings available to the district's high school students. Emphasis is placed on student voice, and examples were provided showing how students are incorporated into the decision-making process and how feedback is gathered through various channels. Initiatives such as homeroom classes for collaborative engagement, themed spirit weeks to instill pride, and comprehensive emotional supports were spotlighted as important components of the student support system. Additionally, an update was presented on the Career and Technical Education Program, highlighting its role in enhancing student engagement and providing exceptional career exploration opportunities. All high school programs remain focused on aligning with the objectives in the district's Dynamic Plan.

First Reading Resolutions

- Consider Approval of a Resolution for Elementary English Language Arts (ELA) Curriculum Materials. Ms. Beth Rayl, Chief Academic and Innovation Officer, and Ms. Jan Douglas, ELA/Media Curriculum Coordinator, provided an overview of this recommendation to purchase the Collaborative Clasroom's *Being a Reader* and *Being a Writer* curriculum resources for elementary English Language Arts (ELA) not to exceed $1,455,655. These resources were selected based on data from a pilot study. They will be purchased from the 2023-2024 and 2024-2025 budgets of the 35j Professional Development, Curriculum, and Supports Grant from the Michigan Department of Education and will be implemented during the 2024-2025 school year and beyond. (First Reading)

Board members were provided an opportunity to comment and ask questions.

Finance and Operations - Jill Minnick

First Reading Resolutions

- Consider Approval of a Resolution for Hoben Elementary Drainage Improvements Bid Package #EL-4a. Mr. Brian Gesaman and Mr. Nick Tindall from McCarthy and Smith provided an overview of this recommendation, which was scheduled as a component of future work of #EL-4a, but the drainage component has been pulled ahead due to flooding issues. It is recommended that the award for this work go to the lowest bidder, ILE Excavating, Inc. of Plymouth, Michigan, at a cost of $196,650. (First Reading)

Board members were given an opportunity to comment and ask questions.

Final Reading Resolutions

- **Action Item #24-04-64:** It was moved by Member Kehoe and seconded by Member Christenson to Approve a Resolution for a Water Main Easement for Bid Package #P-CEP-1 New Stadium. As part of the construction work to be completed for the new P-CEP stadium, the Board is being asked to approve an agreement with the Charter Township of Canton regarding the water main easement on P-CCS owned property, which is standard practice. (First and Final Reading)

  Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
  Nays:
  The motion was carried 7-0

- **Action Item #24-04-65:** It was moved by Member Kehoe and seconded by Member Christenson to Approve a Resolution for a Chiller Repair at Salem High School. Mr. Tim Gruszczynski, Director of Facilities and Capital Projects, provided an overview of this recommendation to authorize repair work to a Daikin Chiller at a cost of $46,961, which will extend the life of this unit for an additional 12-15 years. Price quotes were received from the Omnia Purchasing Consortium, and ThermalNetics, Inc. is the recommended vendor. This expense will be paid with the Operations Department repair budget. (First and Final Reading)

  Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
  Nays:
  The motion was carried 7-0

- **Action Item #24-04-66:** It was moved by Member Kehoe and seconded by Member Christenson to Approve a Resolution for a Bid Package #P-CEP-2 Tennis Courts Replacement. Due to the deteriorating condition of the existing tennis courts, this recommendation is being brought forward and includes replacing asphalt courts with post-tensioned concrete, coaching alleys, fencing replacement, and updated stormwater detention. After receiving bids from 17 vendors across four bid divisions, the recommended contract awards total $3,188,150 and will be paid from the 2020 and 2023 bond funds (Final Reading)

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
Nays:
The motion was carried 7-0

E. Citizens' Comments

- Venkataraman Ananthakrishnan spoke on continuing education for students on suspension or expulsion.

F. Action Items/Discussion

Final Reading Policies

- **Action Item #24-04-67:** It was moved by Member Sidhu and seconded by Member McCoin to Approve Policy # 9140 Citizens' Advisory Committees. (Final Reading)

  Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
  Nays:
  The motion was carried 7-0

- **Action Item #24-04-68:** It was moved by Member Sidhu and seconded by Member McCoin to Approve Policy # 9140.01 Facilities Utilization and Boundary Study. (Final Reading)

  Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, Westra, and Wilson
  Nays:
  The motion was carried 7-0

G. Follow-up Board Questions

- Related to the Resolution to Purchase Elementary English Language Arts (ELA) Curriculum Materials: Board members will receive a copy of the full quote, which will include book titles, through board notes.
- The Board would like to receive an update on minority and women-owned bid submissions and awards.
- The Board would like to receive an update on the process to provide continued education for students on suspension or expulsion.
- The Board would like to receive an update on the ventilation in the Salem High School culinary arts kitchen.

H. Adjournment

President Wilson adjourned the Regular Meeting at 9:02 p.m.

_____
Anupam Chugh Sidhu
Secretary, Board of Education

PLYMOUTH-CANTON
COMMUNITY SCHOOLS
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BOARD OF EDUCATION SPECIAL MEETING MINUTES
April 16, 2024

The Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, met in a Special Meeting on Tuesday, April 16, 2024, at 5:30 p.m. at the E. J. McClendon Educational Center, 454 S. Harvey Street, Plymouth, Michigan, 48170.

Present: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra
Absent: Member Wilson

Vice President Christenson called the Special Meeting to order at 5:33 p.m. in the Boardroom.

Citizens' Comments:

- Michael Persinger, Deryn Reiger, McKinsey Berlin, Julia Allen, Pam Cornell-Allen, Mary Watson, and Matthew Murphy spoke regarding the Canton High School Girls' Basketball Coach.

Closed Session:

It was moved by Member Kehoe and seconded by Member Westra to move into Closed Session Pursuant to Section 8(h) of the Open Meetings Act to Consider Materials Exempt from Disclosure by State or Federal Statue, being Attorney-Client Privilege Documents that are exempt from the Freedom of Information Act Pursuant to MCL 15.243(1)(g).

and

Pursuant to Section 8(1) (a) of the Open Meetings Act to Consider the Periodic Personnel Evaluation of the Superintendent (Superintendent Evaluation Check-in), which is exempt from the Freedom of Information Act Pursuant to MCL 15.243(1)(g).

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra
Nays: None
The motion was carried 6-0

The Board moved into a Closed Session at 5:53 p.m.

A roll call vote was taken.

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra
Nays: None
The motion was carried 6-0

Administrators Present: Dr. Monica L. Merritt, Superintendent of Schools

Others Present: Ms. Jill Minton, Chief Finance and Operations Officer
Ms. Dana Abrahams, Clark Hill Legal Counsel
Mr. Bill Bowman, Clark Hill Legal Counsel

It was moved by Member Sidhu and seconded by Member Westra to take a short recess at 6:41 p.m.

The Closed Session reconvened at 6:46 p.m.

It was moved by Member Kehoe and seconded by Member Christenson to adjourn the Closed Session at 8:40 p.m.

Ayes: Members Christenson, Kehoe, McCoin, Picard, Sidhu, and Westra
Nays: None
The motion was carried 6-0

Vice President Christenson adjourned the Special Meeting at 8:49 p.m.

_____
Anupam Chugh Sidhu
Secretary, Board of Education

PLYMOUTH-CANTON COMMUNITY SCHOOLS
Plymouth, Michigan

M E M O

MEMO TO: Members of the Board of Education
Dr. Monica L. Merritt, Superintendent

FROM: Abdul Madyun, Chief Human Resource Officer

DATE: April 19, 2024

SUBJECT: **Policy 5464 – EARLY GRADUATION**

Date to Administrator for review: March 2024 Reviewed by: Abdul Madyun

Date reviewed and approved by the Policy Advisory Committee: March 12, 2024

This policy from NEOLA:

	reflects current state of the law and should be adopted to have accurate policies
X	is recommended but not required
	is optional

This policy is being brought to the Board of Education for second reading.

KEY IDEA:

This policy is being brought forward as part of the policy review process with a minor grammatical revision.

RECOMMENDED RESOLUTION

It was moved by member _____ and seconded by member _____ to approve the second reading of **Policy 5464** for the Plymouth-Canton Community Schools.

Ayes: _____

Nays: _____

The Motion was: _____

Attachments _X__ New/Revised/Replacement Policy
____ Current Policy

Book	Policy Manual
Section	Ready for Policy Meeting
Title	EARLY GRADUATION
Code	po5464
Status	
Adopted	August 23, 1993

5464 - **EARLY GRADUATION**

The Board of Education acknowledges that some students are pursuing educational goals which include graduation from high school at an earlier date than their designated class.

Any application for early graduation shall be submitted to the high school principal in accordance with school regulations. The principal may honor this request if all conditions for graduation are met and the student fulfills the graduation requirements.

The student may participate in the graduation ceremonies with ~~his/her~~ their designated class.

Action Item #24-04-69
Board Meeting: April 23, 2024

MEMORANDUM

To: Dr. Monica Merritt, Superintendent
Members of the Board of Education

From: Abdul Madyun
Chief Human Resources Officer

Subject: Tentative Agreement with Plymouth-Canton Maintenance Association

Date: April 23, 2024

Attached is the tentative agreement reached with the Plymouth-Canton Maintenance Association. The Union has already ratified this agreement.

RESOLUTION

It was moved by Trustee_____and supported by Trustee_____that the Board of Education ratifies the Tentative Agreement between the Plymouth-Canton Board of Education and the Plymouth-Canton Maintenance Association. This agreement is effective until June 30, 2027

Ayes_____ Nays_____ Abstain_____

TENTATIVE AGREEMENT
Between
PLYMOUTH-CANTON BOARD OF EDUCATION
and the
Plymouth-Canton MaintenanceAssociation

The following items, which will be memorialized in the master agreement between the Plymouth-Canton Board of Education and the Plymouth-Canton Maintenance Association, represent the agreement between the parties for the 2024/2025, 2025/2026, and 2026/2027 school years.

Compensation:
Year 1: New Pay Scale, July 1, 2024
All employees remain on same step number, wage does increase
Includes 1.5 FTE of food service employees who are paid for by food service fund
$750. Signing bonus upon ratification and Board Approval
Year 2: Step Increase, July 1, 2025
Year 3: Step Increase, July 1, 2026
$2000.00 off-schedule bonus, ORS reportable, to those already at Step 6 on July 1, 2025 paid in two equal installments December 2026, and June 2027

New Salary Table:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Head Maint - High School	$20.00	$21.50	$23.00	$24.50	$26.00	$27.50
Utility-Maintenance	$18.50	$20.00	$21.50	$23.00	$24.50	$26.00
Warehouse Person	$16.00	$17.50	$19.00	$20.50	$22.00	$23.50

Language:

- All new employees shall be placed on the seniority list as of the first day of employment, upon the completion of a probationary period of ninety (90) working days of employment, with access to paid holidays after 45 work days for employees with positive 30-day probationary evaluations.
- Bonus vacation days will not be paid-out or compensated upon separation from the bargaining unit.
- All employees covered by this Agreement may take up to five (5) working days off with pay from the employee's sick bank balance for a death in the employee's immediate family. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, grandchildren, any other relative or non-relative living and making their home in the household of the employee, or any other individual who has significant personal meaning to the employee.
- The District has the right to monitor bereavement day utilization to ensure the benefit is not being abused.
- The District will allocate $425 for the purchase, replacement, or repair of uniforms and $250 for work boots.

P-CCS Middle Level Program Highlights 2023-2024

P-CCS Board of Education Meeting on April 23, 2024

PLYMOUTH-CANTON COMMUNITY SCHOOLS
REACH HIGHER

PLYMOUTH-CANTON COMMUNITY SCHOOLS
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Purpose of Today's Presentation

- Share highlights from P-CCS middle level programming during the 2023-24 school year that support the P-CCS Dynamic Plan and Learner Profile.
- Focus on Sense of Belonging, Student Engagement, and Culture & Climate.
- Share the structures and activities we engage in that welcome rising 6th grade students into our middle schools.

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Plymouth-Canton Community Schools (P-CCS) Dynamic Plan Goals

A. P-CCS will increase achievement for all students and close achievement gaps.

B. All P-CCS students and staff will report they feel physically, psychologically, and emotionally safe and represented at school.

C. P-CCS will increase, enhance, and sustain community partnerships to improve student outcomes, student and family engagement, student enrollment, and opportunities.

D. P-CCS will incorporate student voice and input throughout the educational experience.

E. P-CCS will be recognized as a leader and innovator for student learning and growth.

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AMLE: Essential Attributes of Successful Middle Schools



Responsive

Using the distinctive nature and identities of young adolescents as the foundation upon which all decisions about school are made.



Challenging

Cultivating high expectations and advancing learning for every member of the school community.



Empowering

Facilitating environments in which students take responsibility for their own learning and contribute positively to the world around them.



Equitable

Providing socially just learning opportunities and environments for every student.



Engaging

Fostering a learning atmosphere that is relevant, participatory, and motivating for all learners.

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Learner Profile

- Collaborator
- Ethical and Global Citizen
- Critical Thinker
- Goal Directed & Resilient
- Communicator
- Innovator



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Logic Model

Purpose Statement: P-CCS middle schools will engage all students in experiences that support their academic and social emotional growth.

Inputs:

Strong MTSS Framework

Foundation of developmental best practice

Professional learning for staff

Student and family feedback

Activities:

Staff PD: equity, Multi-tiered system of supports (MTSS), SEL, instructional practices

Wide range of co & extracurricular activities

Space for student voice and choice

Intentional elementary to middle transition activities

Outputs:

More equitable practices and culturally responsive environment

At-risk students identified and receiving tailored interventions

All students can identify a trusted adult in school

Improved student attendance, behavior, achievement & growth

Outcomes:

Students and staff feel safe, represented, valued, and challenged

Closing of achievement and opportunity gaps

Students prepared for future success

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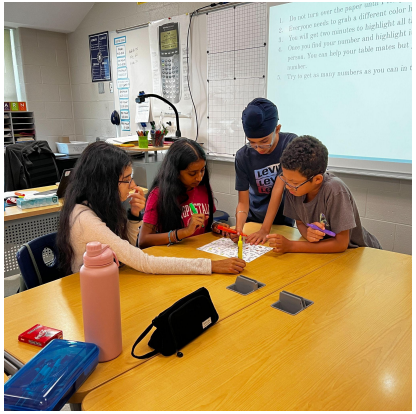
Middle Level Program Highlights

Focus on Sense of Belonging, Student Engagement, and Climate & Culture

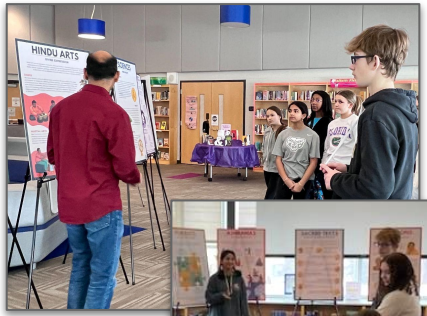
PLYMOUTH-CANTON COMMUNITY SCHOOLS
REACH HIGHER

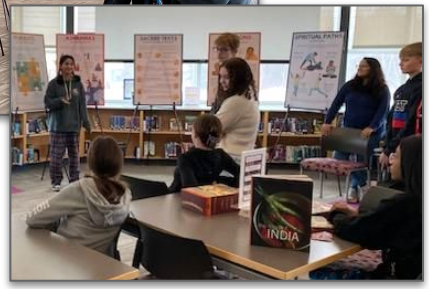
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Engaging, Student-Centered Instruction













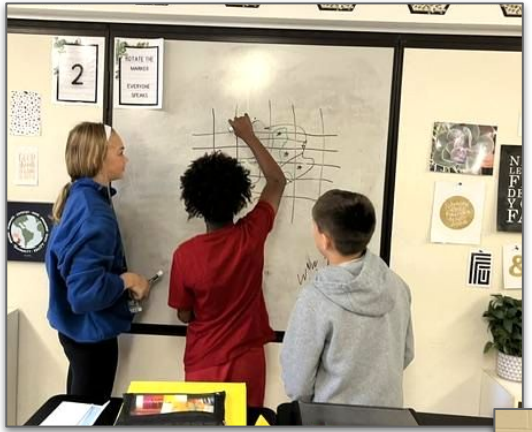


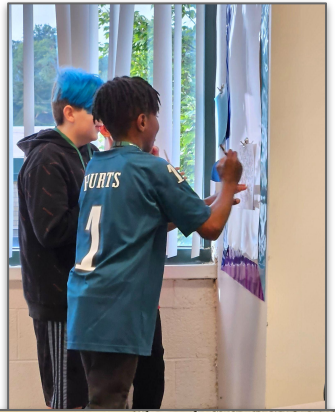




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Engaging, Student-Centered Instruction



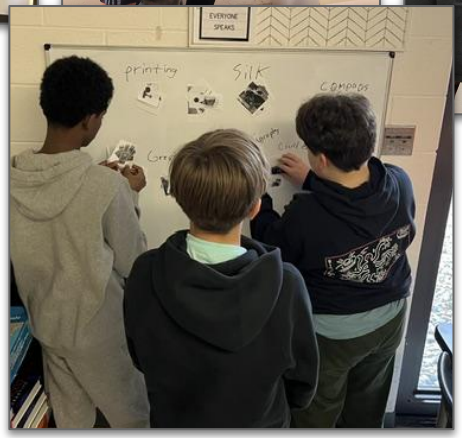














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Clubs, Activities, & Student Groups













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Clubs, Activities, & Student Groups















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Athletics



















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School-wide Activities















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School-wide Activities















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School-wide Activities





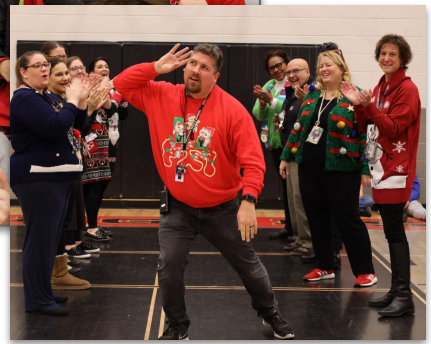
















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Middle Level Program Highlights

Focus on the 5th-6th Grade Transition

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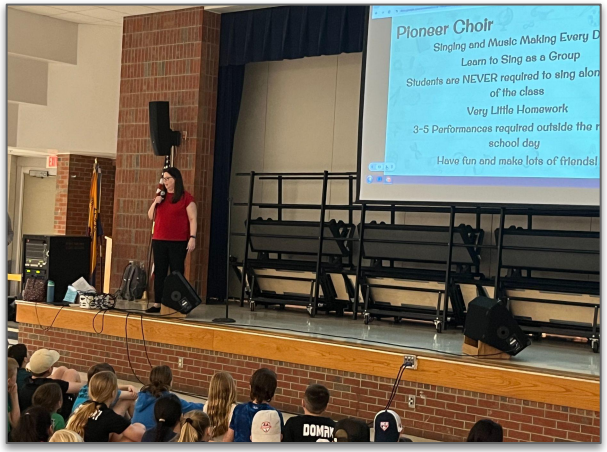
5th to 6th Grade Transitional Activities











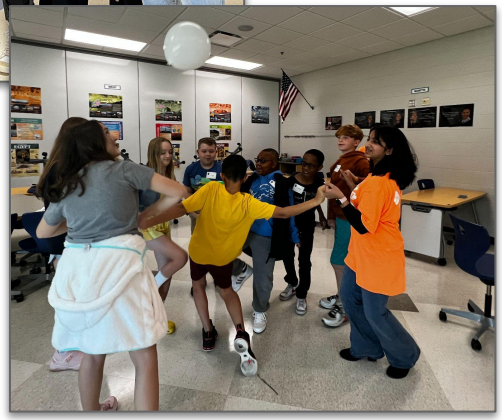
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5th to 6th Grade Transitional Activities











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6th Grade - Community & Connection













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Fostering a learning atmosphere that is relevant, participatory, and motivating for **all learners**.

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Questions??



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Board Meeting: April 23, 2024
First Reading

MEMO

To: Members of the P-CCS Board of Education
Dr. Monica Merritt, Superintendent

From: Beth Rayl, Chief Academic and Innovation Officer

Subject: Middle School Math Materials (FIRST READING)

Date: April 19, 2024

The Middle School Math Curriculum Team reviewed the middle school math curriculum during the 2022-2023 school year. It determined that the current curriculum materials needed to be updated to better align with the Michigan K-12 Mathematics Standards. To select materials to pilot during the 2023-24 school year, the team utilized EdReports and the *Achieve* Equip rubric in their decision-making process. The committee identified Illustrative Mathematics, a non-profit open resource that provides a problem-based core curriculum to foster learning for all students, to pilot. Illustrative Math has various partners that offer different curriculum versions on digital platforms, and the committee chose the McGraw Hill and Amplify Desmos versions for the pilot.

Teachers from all five middle schools, working in collaboration with a middle school special education teacher and the multilingual learner (MLL) coach, piloted the versions of Illustrative Math. Teacher, student, and pilot committee feedback was collected, quantified, and aligned to *Achieve* Equip Rubric indicators to ensure the pilot's fidelity. Based on the pilot's results, the team recommends Amplify Desmos 6-8 Math as the curricular resource that best supports students in P-CCS.

The teacher feedback highlights that the content aligns with the Michigan K-12 Mathematics Standards and Mathematical Practices and emphasizes problem-solving, mathematical modeling, abstract reasoning, and argument construction. This alignment ensures that the curriculum meets the rigorous academic expectations set by the state of Michigan, thereby preparing students for success in their mathematical education. P-CCS teachers found Amplify Desmos supports collaborative and independent learning and is adaptable to various

instructional approaches. The progression of learning demonstrates a clear sequence of concepts and skills. The resource is designed to reinforce, build, and deepen understanding, with opportunities for knowledge transfer across subjects.

P-CCS students found the lessons engaging and interactive, appreciating the immediate feedback and opportunity to learn from their peers during classroom discussions. Students also appreciated the opportunity to communicate across various forms of mathematics (i.e., draw pictures, make tables, and use other visual aids) to represent logic and their conceptual understanding. Overall, P-CCS students found Desmos engaging, fun, and entertaining and preferred it over traditional textbook-only programs. Students also shared that the program's activities and real-world scenarios made the lessons more relatable.

Amplify Desmos is an electronic resource compatible with Canvas, the P-CCS Learning Management System. The total cost associated with purchasing the recommended resource is $820,440.78. This includes the full Amplify Desmos 6-8 Math curriculum as a *6-year subscription*. The subscription includes student editions, student digital subscriptions, teacher editions, teacher digital subscriptions, and ancillary materials (i.e., assessment, intervention, and additional practice).

RECOMMENDED RESOLUTION:

It was moved by member _____ and seconded by member _____ to approve the purchase of Amplify Desmos curriculum resources for middle school mathematics not to exceed $820,441.00. These resources would be purchased from the 2023-24 and 2024-25 budgets and implemented during the 2024-25 school year and beyond. FIRST READING at the Board of Education meeting on April 19, 2024.

Ayes: _____

Nays: _____

The motion was: _____

Amplify.

Price Quote

Amplify

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

Quote #: Q-357563-1
Date: 3/26/2024
Expires On: 8/31/2024

Customer Contact Information
Joseph Amabile
Plymouth Canton Cmty Schools
248-969-5100
joseph.amabile@pccsk12.com

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

6 Years Teacher Digital, 6 Years Student Digital, 6 Years Student Print

Grade 6

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math Beta G6 Teacher Blended Package - 6yr (2024-2030)	979-8-88699-606-7	$545.30	20	0	$10,906.00	$0.00
Amplify Desmos Math Beta G6 Student Blended Package - 6yr (2024-2030)	979-8-88699-607-4	$175.00	0	1,530	$0.00	$267,750.00
TOTAL					$10,906.00	$267,750.00

Grade 7

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math Beta G7 Teacher Blended Package - 6yr (2024-2030)	979-8-88699-609-8	$545.30	19	3	$10,360.70	$1,635.90
Amplify Desmos Math Beta G7 Student Blended Package - 6yr (2024-2030)	979-8-88699-418-6	$175.00	0	1,450	$0.00	$253,750.00
TOTAL					$10,360.70	$255,385.90

Grade 8

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math Beta G8 Teacher Blended Package - 6yr (2024-2030)	979-8-88699-420-9	$545.30	18	4	$9,815.40	$2,181.20
Amplify Desmos Math Beta G8 Student Blended Package - 6yr (2024-2030)	979-8-88699-406-3	$175.00	0	1,410	$0.00	$246,750.00
TOTAL					$9,815.40	$248,931.20

Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	$42,673.68	$0.00	$42,673.68

TOTAL DISCOUNT	$31,082.10
GRAND TOTAL	$814,740.78

Scope and Duration

Payment Terms:

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

License and Services Term:

- Licenses: 07/01/2024 until 06/30/2030.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

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

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

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

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

Amplify Education, Inc. - Confidential Information

Amplify.

Price Quote

Amplify

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

Quote #: Q-357571-1
Date: 3/26/2024
Expires On: 8/31/2024

Customer Contact Information

Joseph Amabile
Plymouth Canton Cmty Schools
248-969-5100
joseph.amabile@pccsk12.com

Amplify Contact Information

Heather Freeman
Senior Account Executive
hfreeman@amplify.com

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Desmos Math G6-Alg1 Initial Training for Teachers (1 Day Onsite)	1.00	$3,200.00	$3,200.00
Desmos Math G6-Alg1 Strengthen Training (1/2 Day Onsite)	1.00	$2,500.00	$2,500.00
TOTAL		$5,700.00	$5,700.00

GRAND TOTAL $5,700.00

Scope and Duration

Payment Terms:

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

License and Services Term:

- Licenses: 07/01/2024 until 06/30/2025.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:

- Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

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

Please include these three documents with your order:

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

If submitting a purchase order:

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

If submitting your order via credit card:

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

If submitting your order via sending a check:

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

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

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

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

Terms & Conditions

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

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products

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

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

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

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

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

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

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of

the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

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

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

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

Amplify Education, Inc. - Confidential Information

PLYMOUTH-CANTON
COMMUNITY SCHOOLS
GLOBALLY FOCUSED. LOCALLY CONNECTED.

Board Meeting: April 23, 2024
Action Item #24-04-70
Final Reading

MEMO

To: Members of the P-CCS Board of Education
Dr. Monica Merritt, Superintendent

From: Beth Rayl, Chief Academic and Innovation Officer

Subject: Elementary English Language Arts (ELA) Materials (FINAL READING)

Date: April 12, 2024

Over the past year and a half, P-CCS elementary teachers have engaged in Phases 1 & 2 of the P-CCS Curriculum Cycle, aiming to implement a new literacy curriculum in the 2024-2025 school year. Their journey has included the identification of curricular gaps, professional learning on the science of reading, adoption of the University of Florida Literacy Institute (UFLI) Foundations in K-2, piloting of EL Education and Collaborative Classroom resources, use of the Reading League Curriculum and Evaluation tool to review piloted resources, and a recommendation by the Elementary ELA Curriculum Team based on data from the pilot.

Scarborough's Reading Rope (Scarborough, 2001) served as a foundational model for the team as they worked to identify curricular resources supporting our P-CCS Targeted Literacy Plan. This model provides a visual representation of the many components of word recognition and language comprehension that integrate to support the development of skilled readers. As articulated in the P-CCS Targeted Literacy Plan, the curriculum team identified research-based resources for the instruction of word study, language comprehension, and writing for grades PreK-5. All selected resources in our plan are culturally responsive, aligned to the science of reading, and supportive of individualized instruction informed by student data. UFLI Foundations (K-2nd), Morphemes for Little Ones (3rd), and Morpheme Magic (4th-5th) have provided a vertically articulated word study curriculum, including opportunities for differentiated, small-group instruction. To complement this word study component, during the 2023-24 school year, the curriculum team piloted two resources and evaluated the data from that pilot.

Based on the pilot's data review, the team has recommended adopting Collaborative Classroom's *Being a Reader* and *Being a Writer* as curriculum resources for the elementary ELA curriculum for the 2024-25 school year and beyond. These resources support language comprehension and writing development. Collaborative Classroom's curricular resources have yielded high student engagement and provided teachers with an educative curriculum that supports professional learning and high-quality instruction. Furthermore, the resources contain culturally responsive texts to which students have made strong personal connections and voiced high interest during the pilot period.

The cost of the Collaborative Classroom's *Being a Reader* (2nd Edition) curriculum materials is $1,081,445.00, and *Being a Writer* (3rd Edition) is $374,210.00. The total cost for all program materials is $1,455,655.00.

Funding for this purchase would come from the 35j Professional Development, Curriculum, and Supports Grant, and P-CCS has received initial approval for this purchase from the Michigan Department of Education under the guidelines of this grant program.

RECOMMENDED RESOLUTION:

It was moved by member _____ and seconded by member _____ to approve the purchase of the Collaborative Classroom's *Being a Reader* and *Being a Writer* curriculum resources for elementary English Language Arts (ELA) not to exceed $1,455,655.00. These resources would be purchased from the 2023-24 and 2024-25 budgets of the 35j Professional Development, Curriculum, and Supports Grant from the Michigan Department of Education and be implemented during the 2024-25 school year and beyond. FINAL READING at the Board of Education meeting on April 23, 2024.

Ayes: _____

Nays: _____

The motion was: _____

PLYMOUTH-CANTON COMMUNITY SCHOOLS
Office of the Chief Finance & Operations Officer

TO: Monica Merritt, Superintendent
Board of Education

FROM: Jill Minnick, Chief Finance & Operations Officer

DATE: April 23, 2024

RE: **Approval to Sell Tanger Center Property (40260 Five Mile Road) – First Reading**

In accordance with the attached resolution and purchase agreement, we are recommending the sale of the Tanger Center property, located at 40260 Five Mile Road, to Infinity Homes, Inc., for the amount of $1,200,000.00. This has been reviewed by legal counsel, and due diligence requirements have been completed.

The Board has met regarding this purchase in closed session, with legal counsel in attendance, as allowed under attorney-client privilege.

This item has been discussed at several Finance & Operations Committee meetings throughout the process.

RECOMMENDED RESOLUTION:

It was moved by _____and seconded by _____ to approve the sale of the Tanger Property, located at 40260 Five Mile Road to Infinity Homes, Inc., in the amount of $1,200,000.00

Ayes: _____

Nays: _____

The motion was: _____

PLYMOUTH-CANTON COMMUNITY SCHOOLS
WAYNE AND WASHTENAW COUNTIES, MICHIGAN

RESOLUTION

At a regular meeting of the Board of Education of the Plymouth-Canton Community Schools. Wayne and Washtenaw Counties, Michigan (the "School District"), held E.J. McClendon Educational Center, 454 S. Harvey, Plymouth, Michigan 48170 on the 14th day of May, 2024 at 7:00 p.m., Local Time.

PRESENT: MEMBERS: _____

_____

_____

ABSENT: MEMBERS: _____

_____

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

WHEREAS, the School District issued a Request For Proposal ("RFP") to obtain offers to purchase certain surplus property situated in the Northville Township, Wayne County, Michigan, described as follows:

> 7.4 +/- acres of real property located on the North side of Five Mile Road, West of Haggerty Road in Northville Township, Michigan, Sidwell Number 77-052-99-0015-001, formerly known as the Tanger Center located at 40260 Five Mile Road, Plymouth, Michigan 48170 (the "Premises"); and

WHEREAS, the School District has received an Offer To Purchase Real Estate (the "Offer") from Infinity Homes, Inc., doing business as Infinity Homes & Co., on behalf of an entity to be formed (the "Purchaser"), to purchase the Premises for a purchase price of One Million Two Hundred Thousand and 00/100 ($1,200,000.00 Dollars (the "Purchase Price") with an initial earnest money deposit of Fifty Thousand and 00/100 ($50,000.00) Dollars; and

WHEREAS, the School District has reviewed the Offer and is desirous of accepting said Offer on terms substantially similar to those described in the Offer, which Offer is attached hereto and incorporated herein by reference as **Exhibit A** (the "Offer"); and

WHEREAS, the School District is desirous of authorizing the Superintendent of the School District, or her designee, to execute the Offer as well as any extensions and all other documents necessary and incidental to the sale of the Premises on behalf of the School District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School District authorizes the sale of the Premises on terms substantially similar to the terms contained in the attached Offer.

2. The Superintendent of the School District, or her designee, is hereby authorized to execute the Offer as well as any extensions and all other documents necessary and incidental to the sale of the Premises on behalf of the School District.

YEAS: MEMBERS: _____

_____

_____

NAYS: MEMBERS: _____

ABSTAIN: MEMBERS: _____

RESOLUTION DECLARED ADOPTED

_____
Secretary, Board of Education

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Board of Education of the Plymouth-Canton Community Schools, Counties of Wayne and Washtenaw, Michigan, at regular meeting held on the 14th day of May, 2024 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
Secretary, Board of Education

EXHIBIT A

OFFER TO PURCHASE REAL ESTATE

[ATTACHED]

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED purchaser, Infinity Homes, Inc., doing business as Infinity Homes & Co., on behalf of an entity to be formed ("Purchaser"), hereby offers and agrees to purchase from the Plymouth-Canton Community Schools ("Seller") the following vacant real property situated in the Northville Township, Wayne County, Michigan, described as follows:

> 7.4 +/- acres of real property located on the North side of Five Mile Road, West of Haggerty Road in Northville Township, Michigan, Sidwell Number 77-052-99-0015-001, formerly known as the Tanger Center located at 40260 Five Mile Road, Plymouth, Michigan 48170, more particularly described on **Exhibit A** attached hereto (the "Premises"),

subject to existing building and use restrictions, and easements, if any, and zoning ordinances upon the following conditions:

THE SALE TO BE CONSUMMATED BY LAND CONTRACT SALE: The purchase price for the Premises shall be the sum of One Million Two Hundred Thousand and 00/100 ($1,200,000.00) Dollars (the "Purchase Price"). The Purchase Price shall be paid in accordance with the terms and conditions contained in the form of Land Contract attached hereto and marked as **Exhibit B**, which Land Contract shall be executed and delivered by Seller and Purchaser at Closing.

2. As evidence of title, Purchaser agrees to order within two (2) days of the Date of this Offer, and furnish Seller within fourteen (14) days of the Date of this Offer, a Commitment for Title Insurance with the standard exceptions (the "Commitment"), issued by First Centennial Title Agency, Inc. of Mid-America (the "Title Company") in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. If Purchaser desires a Commitment "without the standard survey exceptions," Purchaser shall be responsible to obtain an ALTA survey, at its sole cost and expense, which accurately describes and reflects the Premises ("Survey") within ninety (90) days of the Date of this Offer and, if desired, verify that said Survey is sufficient to allow the Title Company to issue a Commitment without said standard exceptions. Once said Survey is obtained by Purchaser and reviewed and accepted by Seller, the legal description in the Survey shall update **Exhibit A**. The Survey shall be certified to the Seller, the Purchaser and the Title Company. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing. In consideration of Seller agreeing to change title companies, Purchaser shall issue a check at Closing in the amount of $705.00 made payable to the First American Title Insurance Company to reimburse the Seller/First American Title Insurance Company for the cost of the commitment already obtained.

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages. To the extent the Earnest Money Deposit is held in escrow by the Title Company, the Seller shall be entitled to an immediate release of such funds from escrow.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the title is made within ten (10) days of delivery of the Commitment, that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects; or (2) terminate the Offer and refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale in accordance with the Closing date set forth in Paragraph 13.

6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the date of Closing shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. All other Closing fees/costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty-five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 13.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Fifty Thousand and 00/100 ($50,000.00) Dollars (the "Earnest Money Deposit") to be held by the in escrow by the Title Company, as escrow agent, pursuant to the form of Escrow Agreement attached hereto as **Exhibit E** and applied to the Purchase Price if the sale is consummated. If the Purchaser elects to exercise the Extension Period under Paragraph 10(C) below, the Earnest Money Deposit shall become non-refundable to Purchaser, released by Purchaser to Seller from under the Escrow Agreement, but shall be apply to the Purchase Price, if the sale is consummated. Neither the Seller nor the Title Company shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have one hundred fifty (150) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Evaluations. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit C** and obtained such a Release from its Representatives. Purchaser shall indemnify, defend and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller's agents and employees.

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller, free of charge, a copy of, in both electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises (the "Documents") and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense. At any time

during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 13.

C. At the expiration of the Inspection Period, there will be a one hundred and eighty (180) day extension period available to Purchaser ("Extension Period"). At the commencement of the Extension Period, and except as provided below, the Earnest Money Deposit shall become non-refundable to Purchaser, but shall be applied toward the Purchase Price in the event of Closing. This Extension Period shall be deemed automatically exercised by Purchaser unless Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, that Purchaser is electing its right to terminate this Offer. If Purchaser elects to exercise the Extension Period, Purchaser agrees to waive all contingencies enumerated in Paragraphs 10(A) and (B) above, except that Purchaser may solely use the Extension Period in which to continue to pursue all necessary governmental approvals from Northville Township or other governmental entities having jurisdiction over the Premises (hereinafter collectively referred to as the "Governmental Approvals"). Purchaser shall use its best efforts to obtain all necessary Governmental Approvals and agrees to commence the Governmental Approvals process and apply for all necessary Governmental Approvals within one hundred twenty (120) days of the Date of this Offer. As part of these Governmental Approvals, Purchaser agrees that it shall secure, at its sole cost and expense, all necessary site plans and other engineering drawings and documentation necessary for the Purchaser to submit to Northville Township or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. In the event all Governmental Approvals have not been secured prior to the expiration of the Extension Period, Seller and Purchaser agree that if the Purchaser does not obtain the Governmental Approvals within the Extension Period after working in good faith to obtain the same, Purchaser may terminate this Offer and if terminated, Purchaser shall be entitled to a return of its Earnest Money Deposit, this Offer shall be deemed null and void, and Purchaser shall provide to Seller, free of charge, the Documents referenced in Paragraph 10(B) above. Purchaser and Seller acknowledge and agree upon entering into this Offer it is the expectation that Northville Township will provide Brownfield funding, or other applicable funding, for the demolition of the Building and Purchaser would not enter into this Offer without said expectation.

D. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD AND THE EXTENSION PERIOD, IF ANY, EXPIRE PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPHS 11 AND 12 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES,

EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES. THIS AS-IS WHEREAS PARAGRAPH SHALL SURVIVE CLOSING.

11. Seller represents and warrants, and this representation shall survive the Closing for a period of six (6) months only, that, to the best of its present knowledge, without any independent inquiry, investigation or testing for Hazardous Materials or any other matter: Seller has not used the Premises for the purpose of using, generating, manufacturing, transporting, treating, storing, processing, disposing, discharging, emitting or releasing Hazardous Materials, except for Hazardous Materials which are used in the ordinary course of the Seller's business in a manner which is in material compliance with Environmental Laws. "Hazardous Materials" shall mean (i) any hazardous or regulated substance or material as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. "Environmental Laws" shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended.

12. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceeding.

13. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within thirty (30) days of the later of: i)

Purchaser's satisfaction of the conditions listed in Paragraph 10 of this Offer; or ii) Purchaser obtaining site plan approval from Northville Township, including Brownfield approval for the demolition of the Building (the "Closing"). By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of Clark Hill PLC, or as otherwise agreed to by the parties.

14. Purchaser shall indemnify, defend and hold Seller including its Board of Education (in their official and individual capacities), administrators, employees and agents, harmless from any claims, suits, damages, costs, injuries, losses and any expenses resulting and arising from and out of Purchaser's or its officers, directors, agents and/or employees' occupancy, possession, use, evaluations and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

15. Seller acknowledges that it has retained the services of Great Northern Consulting Group in negotiating the sale of the Premises and Seller acknowledges its responsibility to pay Great Northern Consulting Group any fees associated with Great Northern Consulting Group's participation in this transaction. Seller further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Purchaser warrants and represents to Seller that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.

16. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding. Seller shall reasonably cooperate with Purchaser, at no cost or expense to Seller, by executing applications and other such documents, as the owner of the Premises, which may be reasonably requested by the Purchaser in connection with Purchaser obtaining its Governmental Approvals hereunder.

17. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."

18. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

19. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Wayne County, Michigan.

21. Purchaser shall have the right to assign its rights hereunder to an entity to be formed; provided that, such entity to be formed shall be managed or controlled by Purchaser. In the event of such assignment, Purchaser shall notify Seller in writing and complete such assignment no later than five (5) calendar days prior to the Closing, pursuant to the form of Assignment attached hereto as **Exhibit F**.

22. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties.

23. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.

24. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit D** (the "Concept Plan"). The Concept Plan, subject to municipal approval, is an indication of what Purchaser intends to develop and may be only altered based on municipal feedback and requirements as well as reasonable value engineering. To ensure Purchaser's development of the Premises in accordance with the Concept Plan, Purchaser shall provide Seller with copies of any and all documents that it plans to submit to Northville Township or any other governmental agency having jurisdiction over the Premises at least ten (10) days prior to such submission to allow Seller the opportunity to review such documents for compliance with this Paragraph and this Offer. These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit.

25. The Seller's Request For Proposals For Purchase of Real Property dated February 7, 2023 and Addendum Number 1 dated February 24, 2023 (collectively the "RFP") and the Purchaser's final Proposal dated January 12, 2024, are incorporated herein by this reference. The parties agree that where there is a conflict between the terms of this Offer and the Purchaser's Proposal, this Agreement shall take precedence.

26. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

27. Purchaser acknowledges that a school building and related infrastructure (the "Building") presently exists on the Premises. Purchaser shall be obligated to demolish the Building and related infrastructure, at its sole cost and expense, through the use of tax increment financing or Brownfield

credits sought during the Inspection Period and Extension Period, if any, pursuant to this Offer, as part of its development of the Premises in accordance with the Concept Plan. Purchaser shall demolish or cause to be demolished the Building and related infrastructure in compliance with all applicable local, state and federal laws, rules, regulations and ordinances. These obligations of Purchaser shall survive the Closing.

PURCHASER:

INFINITY HOMES, INC., doing business as Infinity Homes & Co., on behalf of an entity to be formed

By: _____
Rino J. Soave

Its: _____

Date: _____

SELLER:
PLYMOUTH-CANTON COMMUNITY SCHOOLS

By: _____
Dr. Monica L. Merritt

Its: Superintendent

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the Northville Township, Wayne County, Michigan, and described as follows:

Beginning at the South 1/4 corner of Section 13, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan. Running thence along the North and South 1/4 line of said Section, North 00 degrees 12 minutes 50 seconds West 950.00 feet; thence North 88 degrees 25 minutes 50 seconds East, 364.08 feet; thence South 00 degrees 12 minutes 50 seconds East 950.00 feet; thence along the South line of said Section, South 88 degrees 25 minutes 50 seconds West, 364.08 feet to the point of beginning.

Except:

The South 60.0 feet (right angle measurement) of a parcel of land in the Southeast 1/4 of Section 13, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan which is described as follows: Beginning at the South 1/4 corner of said section and proceeding thence North 0 degrees 12 minutes 50 seconds West along the North and South 1/4 line 950.0 feet; thence North 88 degrees 25 minutes 50 seconds East, 364.08 feet; thence South 0 degrees 12 minutes 50 seconds East, 950.0 feet; thence South 88 degrees 25 minutes 50 seconds West along South line of said section 364.08 feet to the point of beginning.

Also Except:

A parcel of land being a part of the Southeast one-quarter of Section 13, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan described as follows: Commencing at the South one-quarter corner of said Section 13; thence North 88 degrees 25 minutes 50 seconds East along the South line of said Section 13 and the centerline of Six Mile Road (120 feet wide) 364.08 feet; thence North 00 degrees 12 minutes 50 seconds West 369.31 feet to the point of beginning of the parcel herein described; thence North 00 degrees 12 minutes 50 seconds West 408.20 feet; thence South 88 degrees 25 minutes 50 seconds West 16.50 feet; thence South 00 degrees 12 minutes 50 seconds East 408.20 feet; thence North 88 degrees 25 minutes 50 seconds East 16.50 feet to the point of beginning.

Sidwell No: 77-052-99-0015-001

EXHIBIT B

LAND CONTRACT

(See Attached)

LAND CONTRACT

THIS LAND CONTRACT, made on _____, 202___ (the "Contract Date"), between **PLYMOUTH-CANTON COMMUNITY SCHOOLS,** a Michigan general powers school district, whose address is 454 S. Harvey Street, Plymouth, Michigan 48170, hereinafter referred to as the "Seller," and **INFINITY HOMES, INC., DOING BUSINESS AS INFINITY HOMES & CO.**, on behalf of an entity to be formed, a Michigan corporation, whose address is 42400 Grand River Avenue, Suite 112, Novi, Michigan 48375, hereinafter referred to as the "Purchaser."

WITNESSETH that in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum of One Million Two Hundred Thousand and 00/100 ($1,200,000.00) Dollars to be duly paid by the Purchaser to the Seller, as hereinafter specified, it is agreed between the parties hereto as follows:

1. DESCRIPTION OF LAND

The Seller hereby sells and agrees to convey unto the Purchaser all of that certain piece or parcel of land situated in Northville Township, Wayne County, Michigan, described as follows:

> 7.4 +/- acres of real property located on the North side of Five Mile Road, West of Haggerty Road in Northville Township, Michigan, Sidwell Number 77-052-99-0015-001, formerly known as the Tanger Center located at 40260 Five Mile Road, Plymouth, Michigan 48170, more particularly described on **Exhibit A** attached hereto (the "Premises"),

together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining thereto, hereinafter collectively referred to as the "Premises,"

Subject to:

A. Easements and building and use restrictions, if any;

B. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and

C. Restrictions imposed by zoning ordinances, building and use codes or as part of the Northville Township's General Plan, real property taxes and special assessments which become due at any time after the Contract Date, liens, charges and encumbrances which have accrued in respect of or attached to or upon the Premises through the acts or omissions of the Purchaser or its assigns at any time after the Contract Date, and liens, charges and encumbrances which have accrued in respect of or attached to or upon the Premises through acts or omissions of persons other than Seller at any time after the Contract Date.

2. TERMS OF PAYMENT

Purchaser hereby purchases the Premises from Seller and agrees to pay the Seller therefore the sum of One Million Two Hundred Thousand and 00/100 ($1,200,000.00) Dollars (the "Purchase Price") in the following manner: Simultaneously with the execution of this Land Contract, the Purchaser shall deliver to Seller the sum of Six Hundred Thousand and 00/100 ($600,000.00) Dollars, the receipt whereof is hereby acknowledged by the Seller, which sum constitutes the down payment on this Land Contract (the "Down Payment"). The remaining Six Hundred Thousand and 00/100

($600,000.00) Dollars (the "Principal"), which sum is secured by this Land Contract, together with interest on the outstanding balance that shall be from time to time unpaid at the rate of zero percent (0%) per annum, shall be paid in accordance with the Release Payment protocol set forth in Paragraph 25, provided that the entire Principal shall be paid on or before _____, 202____, anything herein to the contrary notwithstanding. The Deposit of Fifty Thousand and 00/100 ($50,000.00) Dollars held by Seller under the Offer To Purchase Real Estate _____, 202___, (collectively the "Offer") shall reduce Down Payment. In the event that the entire Principal is not paid on or before _____, 202___, interest will begin to accrue, upon the tenth (10th) day following said due date, at an annual rate of ten (10%) percent until such payment is made. Notwithstanding the foregoing, Purchaser shall have the right to pay the whole outstanding Principal balance unpaid on this Land Contract at any time without penalty, before the same, by the terms hereof, becomes due and payable.

3. PURCHASER'S OBLIGATION TO PAY TAXES, ASSESSMENTS, UTILITIES AND INSURANCE

Purchaser shall pay all taxes, assessments and utilities due after the Contract Date and will ensure that no penalties for non-payment attach thereto, beginning immediately with the execution of this Land Contract. Purchaser shall pay all Summer taxes and all Winter taxes on or before the due date each year. During the term of this Land Contract, immediately following payment of the Summer taxes and the Winter taxes, Purchaser shall submit a copy of the tax bill and evidence of payment in full of the respective taxes to Seller. Throughout the term of this Land Contract, Purchaser shall procure and maintain commercial general liability insurance with limits of not less than One Million and 00/100 ($1,000,000.00) Dollars per occurrence and Three Million and 00/100 ($3,000,000.00) Dollars in the aggregate, and shall keep the Premises (including the land and all improvements and fixtures thereon) insured against loss and damage by fire and the perils covered by extended coverage insurance acceptable to Seller and against such other risks, in an amount not less than its full replacement value, with such insurer(s) as may from time to time be reasonably approved by Seller. The Purchaser's insurance shall be primary to any insurance available to the Seller and the Seller's insurance, if any, shall not contribute to any loss or damage covered by Purchaser's insurance policies. Such policies shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Seller.

Certificates of insurance or copies of the policies of all such insurance and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered to Seller on the Contract Date and thereafter as Seller requests. In the event of loss or damage, the proceeds of said insurance shall be paid to Seller. If Purchaser is in default of this Land Contract beyond any notice and cure period, then Seller is authorized to adjust and compromise such loss with prior notice to, but without the need for consent of, Purchaser, to collect on, receive such proceeds in the name of Seller and Purchaser and to endorse Purchaser's name upon any check in payment thereof. Anything herein to the contrary notwithstanding, any insurance proceeds shall be first applied toward reimbursement of all costs and expenses incurred by Seller in collecting said proceeds, and the balance of said proceeds, in Seller's discretion, may be used in any one or more of the following ways: (a) apply the same or any part thereof against amounts owned by Purchaser under this Land Contract, (b) use the same or any part thereof to fulfill any of the Purchaser's covenants contained in this Land Contract as Seller may determine, (c) use the same or any part thereof to replace or restore the

Premises to a condition satisfactory to Seller, (d) release the same to Purchaser, or (e) in any reasonable manner deemed necessary by Seller.

Additionally, the Purchaser shall ensure that any and all applicable policies are endorsed to name the Seller, including its Board of Education, Board members (in their official and individual capacities, if available), administration, employees and agents, as an additional insured under any and all applicable policies of insurance. In addition to any other remedies hereunder, if default is made by the Purchaser in the payment of any tax, special assessment, utility or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment, utility or premiums or procure such insurance upon providing Purchaser with five (5) business days' notice and pay the premiums therefore, and any amount so paid shall be a further lien on the land, payable by Purchaser to Seller forthwith with interest at ten (10%) percent per annum.

4. BUILDINGS, TREES AND OTHER IMPROVEMENTS

All buildings, trees or other improvements hereafter made or placed on the Premises, shall be a part of the security for the performance of this Land Contract and may not be removed without the written consent of the Seller. Notwithstanding the foregoing, and except as provided in Paragraph 25 below, the Purchaser acknowledges that it shall not make any improvements on or to the Premises, nor shall it build or develop or remove trees from the Premises prior to the respective full release of the same from under this Land Contract.

5. PURCHASER'S DEFAULT

The payment of all monies becoming due hereunder by the Purchaser and the performance of all covenants and conditions of this Land Contract to be kept and performed by the Purchaser are conditions precedent to the performance by the Seller of the covenants and conditions of this Land Contract to be kept and performed by the Seller.

Purchaser shall be deemed in default of this Land Contract, which is referred to as an "Event of Default," upon occurrence of any one or more of the following events:

(1) the failure of Purchaser to make any payment of Principal and/or interest when due, whether due by acceleration, maturity, or otherwise, under this Land Contract; and/or

(2) the occurrence of any breach or violation of any of the terms or conditions of this Land Contract; and/or

(3) the occurrence of any one of the following:

(i) Purchaser voluntarily or involuntarily applies for or is subject to the appointment of a custodian, trustee or receiver to take custody or dispose of any substantial portion of the assets of Purchaser including, but not limited to, the Premises; or

(ii) a court of competent jurisdiction appoints a custodian, trustee or receiver to take custody or dispose of any substantial portion of the assets of Purchaser including, but not limited to, the Premises pursuant to any involuntary proceeding and the same shall not be dismissed or discharged within thirty (30) days; or

(iii) Purchaser voluntarily seeks protection from creditors under any applicable State or Federal bankruptcy, liquidation or dissolution, insolvency, or debt reorganization laws; or

(iv) any of Purchaser's creditors institutes any proceeding against Purchaser under any applicable State or Federal bankruptcy, liquidation or dissolution, insolvency, or debt reorganization laws, and the same shall not be dismissed or discharged within thirty (30) days; or

(4) the temporary or permanent liquidation, dissolution, or other discontinuance of the Purchaser's existence; the merger or consolidation of Purchaser; the sale or transfer of all or substantially all of Purchaser's assets; or the sale or transfer of not less than fifty (50%) percent of the outstanding shares of capital stock or other equity interests of the Purchaser; and/or

(5) the desertion or abandonment of the Premises, or any portion thereof, by Purchaser.

Upon an Event of Default herein, Seller immediately thereafter shall, among its remedies, have the right to declare this Land Contract forfeited and void, and retain whatever may have been paid hereon, and shall be entitled to retain any and all plans, specifications, building certifications or approvals, and all improvements that may have been made upon the land, together with additions and accretions thereto, and Seller shall be released from all obligations in law or in equity, to convey said Premises to the Purchaser. A proper written notice of forfeiture, giving Purchaser at least thirty (30) days to pay any monies required to be paid hereunder or to cure other material breaches of this Land Contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the Premises; Seller also retains the right upon the occurrence of an Event of Default which default remains uncured by Purchaser for a period of forty-five (45) days or more after the receipt of written notice, to foreclose this Land Contract in equity, through which Seller shall have, at the Seller's option, the right to collect the entire unpaid balance hereunder to be due and payable.

Nothing in this Land Contract shall be construed as a waiver by Seller of all of its rights and remedies in law and equity including, but not limited to, upon the occurrence of an Event of Default, declaring the entire unpaid Principal balance hereunder to be immediately due and payable. If, following a default by the Purchaser hereunder, the Seller elects to forfeit this Land Contract, and having done so seeks a writ of restitution in a court having jurisdiction, interest shall continue hereunder following such forfeiture until a writ of restitution is entered by the court and all of Purchaser's rights to have this Land Contract reinstated have been extinguished.\

6. USE AND CONDITION OF PREMISES

Purchaser shall not commit, or suffer any other person to commit, any waste or damage to the Premises or to any appurtenances and shall keep the Premises in as good condition as they are now, and Purchaser shall use, maintain (including grass cutting of the entire Premises) and occupy the Premises in accordance with any and all applicable building and use restrictions, and police, sanitary or other regulations imposed by any governmental authority.. Furthermore, until Purchaser satisfies all of its obligations pursuant to this Land Contract and pays the Principal balance in full, Purchaser shall not remove, change, modify or make improvements to the Premises without prior written consent from Seller or as permitted or required by Paragraph 25 below. The foregoing notwithstanding, Purchaser is required to remove the Building and related infrastructure and no such activity is considered waste hereunder.

7. PROHIBITION OF CONSTRUCTION LIENS

Purchaser shall not permit any construction liens to be filed against its interest under this Land Contract or any interest it holds in the Premises. If any such construction liens shall attach, Purchaser shall discharge, bond off, insure over or provide adequate security against any such construction lien(s) within sixty (60) days from the date such lien(s) is/are filed. Nothing in this Land Contract shall be deemed or construed to give the Purchaser the right or authority to contract for, or to authorize or permit the performance of, any labor or services or the furnishing of any material that would permit the attaching of a construction lien to the Seller's interest in the Premises.

8. ENVIRONMENTAL COMPLIANCE

A. Purchaser shall not use, generate, manufacture, transport, treat, store, process, dispose, discharge, emit, or release any Hazardous Materials at, on, under or from the Premises, except that Purchaser: (i) may use and store retail products that contain such substances in packaging and quantities consistent with typical residential use, and (ii) may remove or remediate any Hazardous Materials present at the Premises as of the Contract Date, all in strict compliance with applicable Environmental Laws. Purchaser also shall handle, transfer and dispose of any solid waste generated on the Premises in strict compliance with applicable Environmental Laws. "Hazardous Materials" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. "Environmental Laws" shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 *et seq.*) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 *et seq.* ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 *et seq.*, the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended or supplemented. Purchaser agrees to defend, indemnify, and hold Seller harmless at all times from (i) all fines, penalties, costs and/or expenses (including reasonable attorneys' fees and costs) incurred by Seller as a result of claims, demands, causes of action and actions, suits, rights and damages, whether in law or in equity ("Claim(s)"), made by any party in connection with any Hazardous Materials used, generated, manufactured, transported, treated, stored, processed, disposed, discharged, emitted, or released, at, on, under, or from the Premises, from and after the Contract Date by Purchaser, and (ii) for injuries sustained or other tort actions brought for claims arising out of Purchaser's failure to remove or remediate such Hazardous Materials caused or generated by Purchaser. Such indemnification shall include all

costs of removal or remediation of such Hazardous Materials due to, or caused by, the Purchaser, its employees, agents or contractors.

B. Purchaser shall comply with all Environmental Laws relating to the Premises and demolition of the Tanger Center Building (the "Building") located thereon. Purchaser shall immediately inform Seller of any federal or state investigation or notice relating to a release of any Hazardous Materials at, on, under or from the Premises into the environment. Purchaser shall immediately inform Seller of any violation or notice of an alleged violation of any Environmental Laws relating to the Premises.

C. Purchaser shall be strictly liable to the Seller for any release of Hazardous Materials caused or generated by Purchaser at, on, under, or from the Premises after the Contract Date and the indemnity provided by this Agreement shall be continuing. This liability shall be a separate obligation of the Purchaser and shall not be barred or extinguished by the issuance of a writ of restitution based upon any default in this Land Contract.

9. SELLER'S DUTY TO CONVEY AND FURNISH EVIDENCE OF TITLE

Following demolition of the Building in accordance with Paragraph 25 hereof and upon payment in full of the principal to Seller, Seller shall execute a warranty deed for the Premises in the form attached hereto marked as **Exhibit A**. It is agreed that the aforementioned **Exhibit A** warranty deed shall be limited so as to except acts or negligence of parties other than the Seller's subsequent to the Contract Date. At the time of execution of this Land Contract, Seller shall provide Purchaser with a policy of title insurance insuring Purchaser's interest in the Premises as Land Contract Vendee.

10. POSSESSION

Possession of the Premises may be taken by Purchaser as of the Contract Date and retained by Purchaser for so long as no default is made by said Purchaser in any of the terms or conditions hereof.

11. PURCHASER'S ASSIGNMENT

Except for right of assignment as is set forth in the Offer, Purchaser covenants that neither Purchaser's interest in this Land Contract nor Purchaser's interest in the Premises may be voluntarily or involuntarily transferred, sold, assigned, or conveyed without the prior written consent of Seller. No transfer, assignment, sale, or conveyance shall release Purchaser from obligations under the provisions of this Land Contract unless Seller releases Purchaser in writing.

12. NOTICE TO SELLER OF ASSIGNMENT

No assignment or conveyance by Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof duly witnessed, together with the address of such Assignee, shall be delivered to the Seller. However, in the event of assignment, pursuant to Paragraph 11 of this Land Contract, such notice to the Seller or acceptance of same by the Seller or acceptance of payment made by Assignee shall constitute a change of parties and privity of contract and a novation between the Seller and the Assignee and enable the Seller to maintain any suit or action for payment, specific performance, deficiency or summary proceedings for possession against the Assignee alone.

13. INTERPRETATION OF LAND CONTRACT

If more than one joins in the execution hereof as Seller or Purchaser, or be either of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.

14. TIME OF THE ESSENCE

It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this Land Contract and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

15. SELLER'S CONVEYANCE SUBJECT TO EASEMENTS, ORDINANCES, RESTRICTIONS AND RESERVATIONS

This Land Contract and the conveyance to be made in fulfillment hereof are made subject to all zoning ordinances, building and use restrictions, easements and reservations in the chain of title, or of record. Throughout the Term of this Land Contract, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may change Purchaser's Concept Plan for the Premises as approved by Seller, without first obtaining prior written consent from Seller. However, Seller acknowledges that Purchaser will be making an application for site plan approval, which may include a zoning change or other changes to the current use, other modifications and possibly modifications of easements and restrictions. If Seller approves of any such changes, Purchaser shall keep Seller informed of the progress of any such zoning change proceedings, the site plan approval process and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change proceedings and site plan approval process. Seller shall reasonably cooperate with Purchaser, at no cost to Seller, with respect to executing any and all necessary application, which consent shall not be unreasonably withheld or delayed.

16. ENCUMBRANCES ON SELLER'S TITLE

Seller covenants that it shall never have an indebtedness outstanding against the title to the above-described Premises (for example, a mortgage).

17. PURCHASER'S ACCEPTANCE OF TITLE

Purchaser agrees that he has examined a title insurance commitment dated _____, 202___, given by the Title Company (the "Commitment"), covering the Premises, and is satisfied with the marketability of title shown thereby. Delivery of such Commitment and the owner's title policy, showing Purchaser's interest in the Premises as Land Contract Vendee, issued pursuant to such Commitment to Purchaser, shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

18. PURCHASER'S ACCEPTANCE OF PREMISES

Purchaser acknowledges that Purchaser has inspected the condition of the Premises prior to the execution of this Land Contract and that, except as expressly stated in this Land Contract, Seller makes no representations as to the condition of the Premises, including, without limitation, the environmental condition thereof. Purchaser further acknowledges that it is purchasing the Premises "As Is" and "with all faults," if any, and Purchaser hereby releases Seller from any claims, damages, liabilities, losses and costs of any nature that arise from the condition, including the environmental

condition, of the Premises. The Purchaser further agrees that the Seller and any and all agents of the Seller shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this Land Contract; that no agent or employee of the Seller is or has been authorized by the Seller to make any representations with respect to said property; and that if any such representations have been made, they are wholly unauthorized and not binding on the Seller.

19. RISK OF LOSS

Destruction of, or damage to, any building or other improvement now or hereafter placed on said Premises, or of any personal property, if any, described in this Land Contract, whether from fire or any other cause, shall not release the Purchaser from any of its obligations under this Land Contract, it being expressly understood that Purchaser bears all risk of loss to, or damage of, said property.

20. INDEMNIFICATION

A. Purchaser shall indemnify, defend and hold the Seller and the property of the Seller, including the Seller's interest in said Premises, free and clear from liability for any and all mechanics' and/or construction liens or other expenses resulting from any renovations, alterations, buildings, repairs, or other work placed on said Premises by the Purchaser.

B. Purchaser shall indemnify, defend and hold Seller, its Board of Education, Board members (in their official and individual capacities), administration, employees, agents, contractors, successors and assigns free and harmless from any and all losses, costs, damages, liabilities or expenses incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit, judgment or loss brought by, in favor of, asserted or claimed by any person or persons for damage, loss or expense due to bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to the Purchaser's use or occupancy of the Premises during the Land Contract, or the acts or omissions of Purchaser or its agents, employees, contractors, clients, invitees or subtenants during the Land Contract. Such loss or damage will include, but not be limited to, any injury or damage to, or death of, Seller's employees or agents or damage to the Premises. Notwithstanding the foregoing, Purchaser shall not be obligated to indemnify Seller for the acts, omissions and negligence of Seller. This indemnification protection will survive the expiration or earlier termination of this Land Contract.

21. REIMBURSEMENT OF COSTS AND EXPENSES

If either party defaults hereunder, the defaulting party shall be responsible for actual costs and expenses incurred, including attorney's fees arising out of the default under this Land Contract, including any action for enforcement of the provisions of this Land Contract or an action to which the non-defaulting party is made a party by reason of being a party to this Land Contract.

22. WAIVER

The waiver of any breach of this Land Contract by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Land Contract. The delay or omission by Seller to exercise any right or power provided by this Land Contract shall not constitute a waiver of such right or power, or acquiescence in any default on the part of Purchaser. The acceptance of any payments made by the Purchaser in a manner or at a time other than as required by the terms and conditions of this Land Contract shall not be construed as a waiver or variation of such terms and conditions. Any default on the part of Purchaser shall be construed as continuous, and the Seller may exercise every right and power under the Land Contract

at any time during the continuance of such default, or upon the occurrence of any subsequent default. Purchaser reserves the right to cure the event of any default in accordance with the provisions of Paragraph 5 of this Land Contract.

23. GOVERNING LAW

It is agreed by Seller and Purchaser that this Land Contract shall be governed by the laws of the State of Michigan. Venue shall be Wayne County, Michigan.

24. NOTICE

Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this Land Contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first class postage fully paid, addressed to Purchaser at the address set forth in the heading of this Land Contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States Government mail.

25. DEMOLITION OF PREMISES AND PAYOFF Subject to Paragraph 26 below, Purchaser, at its sole cost and expense, shall be obligated to demolish the Building located on the Premises and remove all debris associated with said demolition in accordance with all applicable laws, rules, regulations, ordinances and approvals, and remove any and all signs located in or on the Premises or referring to Plymouth-Canton Community School's ownership of the Premises, all within four (4) months of the date of this Land Contract. Purchaser agrees to payoff this Land Contract in full within thirty (30) days of Purchaser's complete demolition of the Building and final clean-up. Notwithstanding the foregoing, Purchaser shall be obligated to develop the Premises in accordance with the Purchaser's planned use and concept for the Premises approved by the Seller, and attached hereto and incorporated herein by reference as **Exhibit B**, unless otherwise agreed to in writing by the Seller (the "Concept Plan"). Purchaser shall pay any costs associated with recording the Warranty Deed for the Premises. This Paragraph 25 shall remain in full force and effect following the termination, expiration or completion of this Land Contract.

26. BROWNFIELD REDEVELOPMENT PLAN

Purchaser either has, or is about to, enter into a Brownfield Plan with the Northville Township Brownfield Redevelopment Authority for the demolition of the Building and related improvements for the Premises (the "BR Plan") which provides for some or all of the funding needed for the demolition project. Purchaser agrees at Closing, as security to assure completion of the demolition project, to assign to Seller Purchaser's rights for funding pursuant to the BR Plan to apply in the event that Purchaser fails to complete the demolition project, which assignment shall automatically terminate upon payment in full of this Land Contract. Moreover, in the event of a default under this Land Contract, Purchaser shall assign to Seller, the Reimbursement Agreement the Purchaser has entered into, or is about to enter into, with Northville Township Brownfield Redevelopment Authority and Northville Township.

27. ACCESS TO PREMISES During the Term of this Land Contract, Seller and Seller's agents and representatives shall have the right, upon twenty-four (24) hour notice to Purchaser, to enter and inspect the Premises at all reasonable hours for the purpose of verifying Purchaser's compliance with the terms of this Land Contract.

28. AUTHORIZED SIGNATORY

Purchaser and Seller each represent and warrant to the other that the individual executing this Land Contract on its behalf is duly authorized by, and has the authority to execute this Land Contract and bind, the respective party.

THE PURCHASER HEREBY CERTIFIES THAT IT HAS READ AND UNDERSTANDS THE DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 5 ABOVE AND SELLER'S REMEDIES IN THE EVENT OF DEFAULT WHICH ENTITLES SELLER TO FORFEIT OR FORECLOSE THIS LAND CONTRACT.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

PURCHASER:

INFINITY HOMES, INC., DOING BUSINESS AS INFINITY HOMES & CO., on behalf of an entity to be formed

_____ By: _____

_____ Its: _____

Date: _____, 202___

SELLER:

PLYMOUTH-CANTON COMMUNITY SCHOOLS

_____ By: _____

_____ Its: Superintendent

Date: _____, 202___

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On _____, 202__, before me, the undersigned notary public in and for said County, personally appeared_____, _____ of _____., to me known to be the same person who executed the within instrument on behalf of _____, and who acknowledges the same to be the free act and deed of _____.

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

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On _____, 202___, before me, the undersigned notary public in and for said County, personally appeared _____, Superintendent of Plymouth-Canton Community Schools, to me know to be the same person who executed the within instrument on behalf of Plymouth-Canton Community Schools and who acknowledges the same to be the free act and deed of Plymouth-Canton Community Schools.

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

EXHIBIT A

WARRANTY DEED

This Indenture, made the ____ day of _____, 202____ between PLYMOUTH-CANTON COMMUNITY SCHOOLS, a Michigan general powers school district (hereinafter called the "Grantor"), whose address is whose address is 454 S. Harvey Street, Plymouth, Michigan 48170, and INFINITY HOMES, INC., DOING BUSINESS AS INFINITY HOMES & CO., on behalf of an entity to be formed, a Michigan corporation (hereinafter called Grantee"), whose address is 42400 Grand River Avenue, Suite 112, Novi, Michigan 48375. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in Northville Township, Wayne County, Michigan, described as:

See **Exhibit 1** (the "Premises"),

together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the sum of One Million Two Hundred Thousand and 00/100 ($1,200,000.00) Dollars paid to the Grantor.

Subject to:

1. Easements and building and use restrictions, if any;

2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway;

3. Restrictions imposed by zoning ordinances or as part of a general plan, real property taxes and special assessments which become due at any time after the date of this Deed; and

4. Restrictions imposed by zoning ordinances or as part of a general plan, real property taxes and special assessments which become due at any time after the date of the Land Contract, dated _____, 202_____, between the Grantor and Grantee, in fulfillment of which this Deed is executed and delivered, liens, charges and encumbrances which have accrued in respect of or attached to or upon the Premises through the acts or omissions of the Grantee or its assigns at any time after the date of said Land Contract, liens, charges and encumbrances which have accrued in respect of or attached to or upon the Premises through the acts or omissions of persons other than Grantor at any time after the date of said Land Contract.

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

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

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

GRANTOR:

PLYMOUTH -CANTON COMMUNITY SCHOOLS

By:_____

Its: Superintendent

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On _____, 202___, before me, the undersigned notary public in and for said County, personally appeared _____, Superintendent of Plymouth-Canton Community Schools, to me know to be the same person who executed the within instrument on behalf of Plymouth-Canton Community Schools and who acknowledges the same to be the free act and deed of Plymouth-Canton Community Schools.

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

This Instrument Drafted By:

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

When Recorded Return to:

Grantee

Recording Fee: _____

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

Sidwell No: 77-052-99-0015-001

EXHIBIT 1

Land situated in the Northville Township, Wayne County, Michigan, and described as follows:

Beginning at the South 1/4 corner of Section 13, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan. Running thence along the North and South 1/4 line of said Section, North 00 degrees 12 minutes 50 seconds West 950.00 feet; thence North 88 degrees 25 minutes 50 seconds East, 364.08 feet; thence South 00 degrees 12 minutes 50 seconds East 950.00 feet; thence along the South line of said Section, South 88 degrees 25 minutes 50 seconds West, 364.08 feet to the point of beginning.

Except:

The South 60.0 feet (right angle measurement) of a parcel of land in the Southeast 1/4 of Section 13, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan which is described as follows: Beginning at the South 1/4 corner of said section and proceeding thence North 0 degrees 12 minutes 50 seconds West along the North and South 1/4 line 950.0 feet; thence North 88 degrees 25 minutes 50 seconds East, 364.08 feet; thence South 0 degrees 12 minutes 50 seconds East, 950.0 feet; thence South 88 degrees 25 minutes 50 seconds West along South line of said section 364.08 feet to the point of beginning.

Also Except:

A parcel of land being a part of the Southeast one-quarter of Section 13, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan described as follows: Commencing at the South one-quarter corner of said Section 13; thence North 88 degrees 25 minutes 50 seconds East along the South line of said Section 13 and the centerline of Six Mile Road (120 feet wide) 364.08 feet; thence North 00 degrees 12 minutes 50 seconds West 369.31 feet to the point of beginning of the parcel herein described; thence North 00 degrees 12 minutes 50 seconds West 408.20 feet; thence South 88 degrees 25 minutes 50 seconds West 16.50 feet; thence South 00 degrees 12 minutes 50 seconds East 408.20 feet; thence North 88 degrees 25 minutes 50 seconds East 16.50 feet to the point of beginning.

EXHIBIT B

PURCHASER'S CONCEPT PLAN

EXHIBIT C

RELEASE AND HOLD HARMLESS

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

WITNESSES:

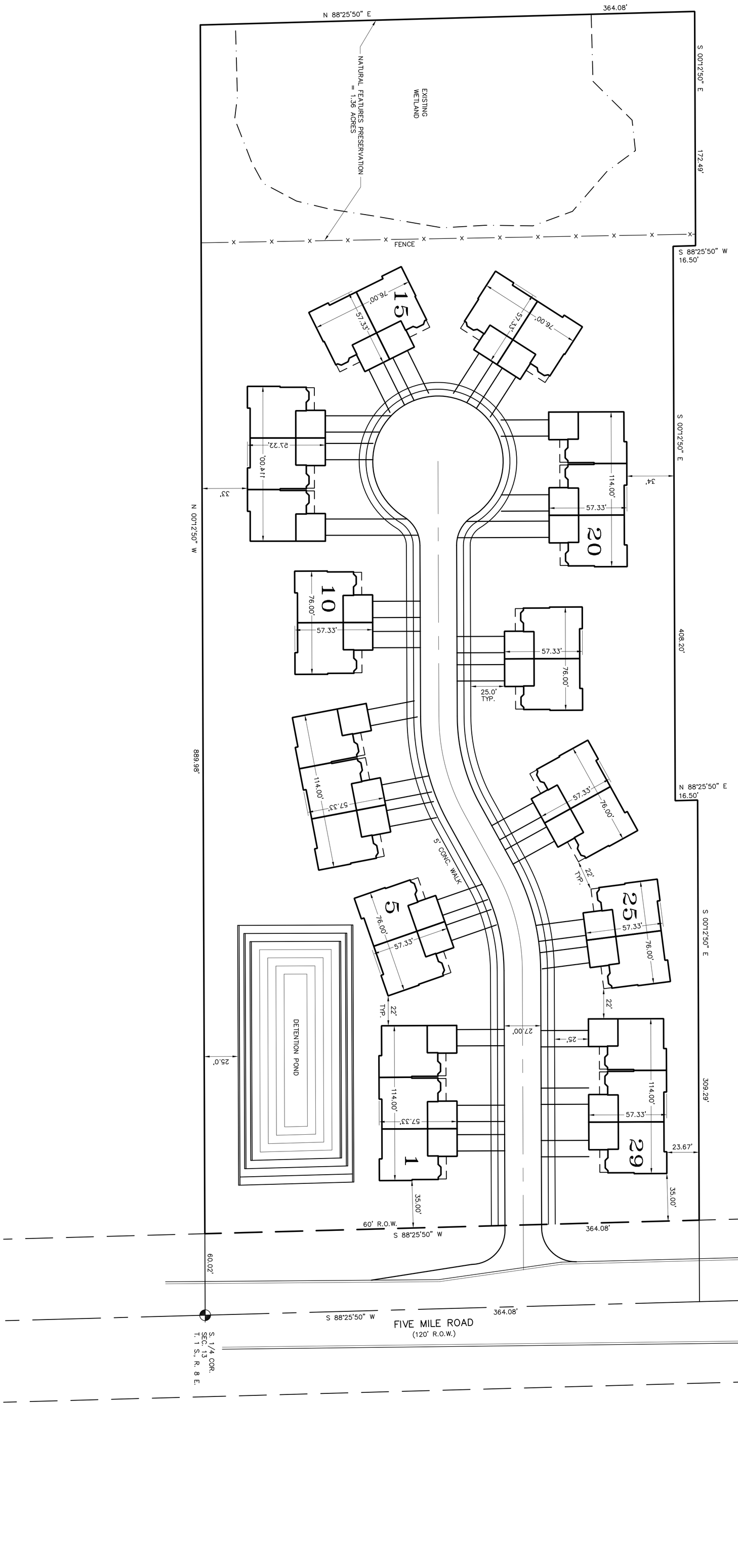
_____ _____

_____

EXHIBIT D

PURCHASER'S CONCEPT PLAN

(See Attached)



SH. 1

JOB # 23008

F.B.

FILE:

CHECKED BY WGD

DRAFTED BY WRD

DATE 02/05/23

CONCEPTUAL PLAN

TANGER SCHOOL

PART OF THE SOUTHWEST 1/4 OF SECTION 13,
T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE
COUNTY, MICHIGAN

ARPEE/DONNAN, INC.
LAND SURVEYING · ENGINEERING · MAPPING
32233 SCHOOLCRAFT ROAD, SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

PREPARED FOR
INFINITY HOMES
42400 GRAND RIVER AVE.
NOVI, MICHIGAN 48375
(248) 449-8074

REVISIONS:

EXHIBIT E

ESCROW AGREEMENT

No.: _____

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

Re:	"Seller":	Plymouth-Canton Community Schools
	"Purchaser":	Infinity Homes, Inc., d/b/a Infinity Homes & Co., on behalf of an entity to be formed
	"Property":	See Description in Attached Offer To Purchase Real Estate – Tanger Center

Deposited with you herewith are the following:

1. Check in the amount of $50,000.00; and
2. Offer To Purchase Real Estate ("Offer") dated _____, 2024 between the captioned Seller and Purchaser.

The deposited monies represent the Earnest Money Deposit recited in the Offer.

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

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

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

1. You may hold the deposited monies until you are in receipt of either:

a) written instructions signed by the SELLER and PURCHASER which shall direct and authorize the disposition of the deposited monies.

b) an Order of a Court of Competent Jurisdiction which constitutes a final determination as to the disposition of the deposited monies.

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

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

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

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

SELLER:
PLYMOUTH-CANTON COMMUNITY SCHOOLS

BY: _____
Dr. Monica L. Merritt

ITS: Superintendent

DATE:_____

PURCHASER:

INFINITY HOMES, INC., DOING BUSINESS AS INFINITY HOMES & CO., ON BEHALF OF AN ENTITY TO BE FORMED

By: _____
Rino J. Soave

ITS:_____

DATE:_____

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

FIRST CENTENNIAL TITLE AGENCY, INC. OF MID-AMERICA

BY:_____

ITS: _____

DATE:_____

EXHIBIT F

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

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

WITNESSETH:

WHEREAS, Assignor as purchaser, entered into a certain Offer To Purchase Real Estate with the Plymouth-Canton Community Schools, dated _____ (the "Purchase Agreement"), to purchase a parcel of real property commonly known as 40260 Five Mile Road, Plymouth, Michigan 48170, as more fully described in the Purchase Agreement; and

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

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

ASSIGNOR
INFINITY HOMES, INC., DOING BUSINESS AS INFINITY HOMES & CO., ON BEHALF OF AN ENTITY TO BE FORMED

By:_____
Rino J. Soave

Its: _____

Date: _____

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

ASSIGNEE

_____,
LLC, a Michigan limited liability company

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT OF SELLER:

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

SELLER

PLYMOUTH-CANTON COMMUNITY SCHOOLS

By:_____

Its: _____

Date: _____

PLYMOUTH-CANTON COMMUNITY SCHOOLS

Office of the Chief Finance & Operations Officer

TO: Monica Merritt, Superintendent
Board of Education

FROM: Jill Minnick, Chief Finance & Operations Officer

DATE: April 23, 2024

RE: Award Contract for Security Window Film- First Reading

Background:

In December 2023 the Safety and Security Department issued an RFP for the purchase and installation of security window film to be applied at strategic locations throughout the district. Six bids were opened on February 2, 2024. Safe Haven Defense was the only vendor to meet or exceed all of the requirements included in the RFP, and it is our opinion that Safe Haven Defense is proposing a superior product.

Attached please find a detailed recommendation, bid tabulations, and product specifications. The scope of this project is to furnish and install approximately 6,000 square feet of security window film at strategic locations throughout the district. It is our recommendation to award the contract to Safe Haven Defense of Phoenix, AZ.

The cost of this project is an amount not to exceed $150,000 State of Michigan School Aid Act Section 97 funds, as well as an amount not to exceed $200,000 from the State of Michigan School Aid Act Section 31aa funds.

This item was presented at the Finance & Operations Committee meeting held on April 18, 2024.

Recommended Resolution:

It was moved by member _____ and seconded by member _____ to award the contract to supply and install security window film throughout the district to Safe Haven Defense at a cost not to exceed $300,000.00 using State of Michigan grant funds.

Ayes: _____

Nays: _____

Passed: _____

PLYMOUTH-CANTON
COMMUNITY SCHOOLS
GLOBALLY FOCUSED. LOCALLY CONNECTED.

Joshua Meier
Director of School Safety & Security
454 S. Harvey, Plymouth, MI 48170
Phone: 734.416.3015
Joshua.meier@pccsk12.com

Memorandum

DATE: March 21, 2024

TO: Kurt Tyszkiewicz, Assistant Superintendent

CC: Jill Minnick, Chief Finance & Operations Officer

FROM: Joshua Meier, Director of School Safety & Security

RE: Board Resolution for Purchase and Installation of Security Window Film

Plymouth-Canton Community Schools (P-CCS) has identified a need for the addition of security window film to be strategically installed on building windows throughout the district as identified through security assessments. Although not specifically identified in the recent 3rd party security assessment conducted by Secure Education Consultants (SEC), they do recommend that the district standardize all window coverings across P-CCS. Security window films not only provide buildings with glass break protection characteristics delaying an intruder's access to the building, it will also offer visual deterrence characteristics while still allowing school staff to see out of the building or classroom.

The P-CCS Department of Safety and Security is requesting approval from the Finance and Operations Committee and School Board to contract with Safe Haven Defense to purchase and install approximately 6,000 sqft. of security window film across all 28 district buildings in an amount not to exceed $150,000 in the 2023/24 budget year using funds through State of Michigan School Aid Act Section 97. And further requesting approval to complete the remaining interior and exterior installations not exceeding 6,000 sqft. in an amount not to exceed $200,000 in the 2024/25 budget year using funds through State of Michigan School Aid Act Section 31aa.

Competitive bids were sought through a request for proposals (RFP) issued by the district. Six vendors responded to the RFP by the established deadline and are detailed in the attached bid tabulation document. Only one vendor, Safe Haven Defense, met or exceeded all of the requirements set forth in the RFP and are proposing a superior product. Please see attached proposal from Safe Haven Defense for additional information.

The scope of work for this project includes installing SW450 Smash 15 mil thickness security film, 6 mil thickness anti graffiti film with customizable visual deterrence characteristics as determined by P-CCS. All window films will be sealed DOW 995 ballistic-rated sealant per the manufacturer's specifications. Installation work will be completed by Safe Haven Defense and they have indicated they can meet the district's deadlines. The pricing offered by Safe Haven Defense is a discounted cooperative price through the TIPS USA Interlocal Purchasing System.

Further, all future bond projects will include the same protection film as specified above for all windows that meet the district's specifications for application. This work will be contracted to Safe Haven Defense through the bond to ensure standardization throughout the district.

This purchase and security enhancement aligns with the P-CCS dynamic plan Strategic Goal B. Further, it addresses security concerns identified by the district and SEC in the recent safety and security assessments.

Recommended Resolution

It was moved by member _____ and seconded by member _____ of the P-CCS Board of Education to approve the resolution to award contracts to Safe Haven Defense in an amount not to exceed $150,000.00 funded through 2022/23 State School Aid Act Section 97 funds, and an amount not to exceed $200,000.00 funded through 2023/24 State School Aid Act Section 31aa funds.

Bid Tabulation

Security Window Film

2/2/2024

1:00 PM

Company	Bid Pricing Sheet	Iran Affidavit	Familial Statement / Affidavit of Proposer	Notes
Image360	47,039.55	no	no	Total cost includes Elementary, Middle, High & Support building
Clearview Tinting	See notes	no	no	Elementary $112,725 , Middle $36,861 , High $25,646 Support building $11,238
Buster's Blinds & Window Film	See notes	yes	yes	$16.50 per square foot
Safe Haven Defense	See notes	yes	yes	Elementary 60,450, Middle 20,150 , High 76,250, Support Buildings 16,430
Michigan Glass Coatings	See notes	yes	yes	Elementary 14,130 Middle 4,710 High 17,821 Support Building 3858
Michigan Tint Company LLC	See notes	yes	yes	Elementary $15.50 sf (Allen Early 322 sf, Bird 111 sf) Middle $15.50 sf (East 350 sf, Pioneer 540 sf, West 245 sf) High School - Startkweather $15.50 sf (Canton 390 sf, Plymouth 860 sf, Salem 90 sf)

Opened by: Josh Meier

Date: 2/2/24

This is a summary of the bids and proposals received by P-CCS for security window films. I have also included details on each vendor and their ability to meet the RFP. Further, I have made the recommendation to award the contract to Safe Haven Defense based on the information available today and have attached a draft memo to F&O and the School Board. If it is determined that we should send the vendors clarifying questions I updated that document pursuant to our conversation this afternoon. I am eager to move this project along as our 97 funds are coming up on the spending deadline. Further, I learned today that Livonia Public Schools is seeking to move forward on a similar project with the same vendor. Realizing this project is comprehensive and can be confusing, please let me know if you have any questions.

The following language was contained within the RFP. See attached for full RFP here.

Vendor Instructions: Please complete the attached bid proposal form and provide any relevant documentation or product specifications regarding the installation and product you are proposing in your bid.

- Section 3: Response to RFP Requirements. Vendors must provide in-line responses to all technical specifications and requirements outlined within the RFP. Bid deviations from the technical requirements shall be explained in detail within the response.

Further, the security film installed should include anti-graffiti protection to prevent scratching and film/window damage. Glass film installed in secure vestibule or on windows / doors leading into school general offices should have some visibility deterrence characteristics that make it difficult to see into those areas but allows for persons to see out.

The following information was taken from the vendor bids as it pertains to the requirements of the RFP:

Safe Haven Defense:

- **Proposal Includes Product Specifications:** Yes, all product specifications and details including all certifications were included.
- **Product Meets or Exceeds Specifications:** Yes, product exceeds the specifications outlined in the RFP.
- **Proposal Includes Anti-Graffiti Protection:** Yes, 6 mil anti-graffiti film

- **Proposal Includes Visible Deterrence:** Yes, customizable by the district.
- **Proposal Includes Installation Details:** Yes, including the additional costs for proper caulking and sealing were included in the proposal.

Image 360:

- **Proposal Includes Product Specifications:** Yes, product specifications and details are included for 8 mil film.
- **Product Meets or Exceeds Specifications:** Yes, product meets the specifications outlined in the RFP.
- **Proposal Includes Anti-Graffiti Protection:** Sort of, although this is included in the product manufacture specifications it is not clear in the proposal if it is included in their bid.
- **Proposal Includes Visible Deterrence:** No, this is not included in the proposal.
- **Proposal Includes Installation Details:** Sort of, proposal states installation and labor are included in the proposal.

Clearview Tinting:

- **Proposal Includes Product Specifications:** Yes, product specifications and details are included along with product samples.
- **Product Meets or Exceeds Specifications:** Yes, product meets the specifications outlined in the RFP and the vendor offers a solution that exceeds the specifications.
- **Proposal Includes Anti-Graffiti Protection:** No, bid states options include installation of film and impact protection adhesive but does not include information on anti-graffiti.
- **Proposal Includes Visible Deterrence:** No, this is not included in the proposal.
- **Proposal Includes Installation Details:** Yes, proposal minimally details installation process.

Busters Blinds Inc:

- **Proposal Includes Product Specifications:** Yes, product specifications and details are included.
- **Product Meets or Exceeds Specifications:** Yes, product meets the specifications outlined in the RFP.
- **Proposal Includes Anti-Graffiti Protection:** No, this is not included in the proposal.
- **Proposal Includes Visible Deterrence:** No, this is not included in the proposal.
- **Proposal Includes Installation Details:** No, this is not detailed in the proposal.

Michigan Tint Co:

- **Proposal Includes Product Specifications:** Yes, product specifications, details, and samples are included.

- **Product Meets or Exceeds Specifications:** Yes, product meets the specifications outlined in the RFP.
- **Proposal Includes Anti-Graffiti Protection:** No, this is not included in the proposal.
- **Proposal Includes Visible Deterrence:** Yes, this is not included in the proposal.
- **Proposal Includes Installation Details:** Sort of, minimal details including caulk installation were included.

Michigan Glass Coatings:

- **Proposal Includes Product Specifications:** No, product specifications, details, and samples are not included.
- **Product Meets or Exceeds Specifications:** Maybe, product specifications are not included in the RFP.
- **Proposal Includes Anti-Graffiti Protection:** No, this is not included in the proposal.
- **Proposal Includes Visible Deterrence:** Yes, this is not included in the proposal.
- **Proposal Includes Installation Details:** Sort of, minimal details including caulk installation were included.

If based on this information we still want to send vendors clarifying questions, I have accepted the suggestions and made the changes we discussed to the form to include manufacture specifications. See letter and form here.

Based on the research I have done and my limited experience with window films I am still recommending Safe Haven Defense based on the information we have today. They are not low bid but have met all of the requirements of the RFP and have offered a far superior product including installation process. Further, they specialize in providing this product to schools and have indicated that they are able to meet all installation deadlines.

SAFE HAVEN
DEFENSE

Proposal

Date: 1/23/2024
Location: Plymouth Canton Community Schools, 454 S. Harvey Street, Canton, MI 48170
Project: SW450 Smash Film OR SW600RC Riot Resistant on Entryway Door and Window Glass

Safe Haven Defense, LLC. is pleased to provide you with this proposal.
Scope:

1. Furnish and install SW450 Smash 15 Mil Film OR SW600RC Riot Resistant 35 Mil Film on window and door glass per specifications as detailed for 28 locations in the associated Request for Proposals (RFP). The exterior 6 Mil "graffiti" layer will be available in a finish at the customer's request that will restrict visibility from the exterior of each structure but allow visibility from the interior.
2. Safe Haven Defense will caulk the edges of any window that film is installed on using DOW 995 ballistic-rated sealant per manufacturer's specifications.

Existing Glass Notes: Safe Haven Defense installation crews will remove any vinyl lettering or signage prior to the installation of our security laminate. We do not replace vinyl lettering or signage, but we will take photos of what was there prior. All existing glass will remain unless otherwise decided by the customer.

Pricing:
SW450 Smash 15 Mil Film & Restricted Visibility Graffiti 6 Mil Film Installed: $20.00/Sqft

Total SW450 Cost with Provided Minimum SqFt: $55,900

OR

SW600RC Riot Resistant 35 Mil Film & Restricted Visibility Graffiti 6 Mil Film Installed: $62.00/Sqft

Total SW600RC Cost with Provided Minimum SqFt: $173,290

Caulking Installed: $4.73/Lineal Foot (Total TBD)

Exclusions: Sales Tax is not included. This proposal does not include any adjustments to the windows or frames not discussed in "Scope". Any work not listed in "Scope" and not included in take-off provided. Unforeseen issues with glass or frames. Overtime, Holiday work, Night work and Weekends work. Miscellaneous permits.

Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

SAFE HAVEN
DEFENSE

Respectfully submitted,
Scott Dersa
Safe Haven Defense, LLC.

_____: Signature
This proposal becomes a binding contract upon signing. Proposal is valid for 150 days

Disclaimer

Since films are applied with a water-based solution, it is normal for minor bubbling and hazing to occur during installation before curing. This curing period will vary in time depending on the level of exposure to direct sunlight and time. All moisture and water bubbles will disappear with time. SAFE HAVEN DEFENSE will take every necessary action possible to clean all windows prior to the installation of the window film; minor dust particles may appear after the installation of the window film as a result of airborne dust. These particles will dissipate with time and should not be visible when looking through the glass at a distance of 6 feet. (Ask for further details). Security Films/Laminates are a deterrent and may not prevent ultimate entry.

Safe Haven Defense, LLC

3120 W. Carefree Hwy
STE 1-543
Phoenix, Arizona 85086
Phone: (303) 263-7259
Ehttps://SafeHavenDefense.com

SAFE HAVEN DEFENSE

January 23, 2024

Joshua Meier, Director of School Safety and Security
Plymouth-Canton Community School District
454 S. Harvey Street
Canton, MI 48170

Dear Mr. Meier,

Safe Haven Defense understands the importance of protecting our children and our schools. Glass windows and doors are often the weakest point in security at most locations. With this in mind, Safe Haven Defense was founded, and is led by former, retired law enforcement officers dedicated to providing protection and solutions that work. The core business of Safe Have Defense is the development and installation of security laminates on windows. Our product is only installed by our own professional installers using our proprietary methods. We do not sell our products to other companies to install.

It is our experience based upon years of security threat assessments that an 8-mil film is insufficient to create a relevant delay in entry denial. This is especially true for school facilities where it is critical that an entry denial barrier provides sufficient time for a law enforcement response. Therefore, we do not install any 8 mil products and instead strongly recommend our own proprietary Safe Haven Defense 15 mil security laminate which provides greater protection than 8 mil films. Our goal is to provide protection that works. The security laminate will be installed on the interior of the glass. For best performance, Safe Haven Defense recommends glass be a minimum of ¼ inch thick. Safe Haven Defense recommends any existing glass not currently ¼ inch thick be replaced prior to installation of security laminates. Any broken or damaged glass should also be replaced prior to installation of any security laminate products.

Further, as part of our professional installation process done by SHD trained personnel, we will apply a 6 Mil anti-graffiti film to the exterior layers of any exterior facing windows. It will assist in and bolster the integrity of the glass window by holding it together when trauma events occur, thus preventing damage and entry from flying glass. This exterior film also acts as a one-

Safe Haven Defense, LLC

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way privacy film as it is available in multiple finishes that fulfill your requirements of restricting views from the exterior while allowing clear view from the interior during daylight conditions.

In addition, the anti-graffiti film protects against scratching and damage directly to the glass, thus providing a cost-effective alternative to replacing damaged glass. In the event of scratching or damage to the anti-graffiti film, it can be removed and replaced to give a new appearance to any window. This anti-graffiti film is included in the price quote provided.

Safe Haven Defense's proposal pricing includes all material, labor (including removal of any previously applied films) and anchoring. Safe Haven Defense will utilize DOW 995 ballistic-rated sealant to anchor the security laminates to the existing window frames.

Safe Haven Defense is committed to providing exceptional value and security through:

- Installing Safe Haven Defense (SW450) 15 mil security laminate.
- Installing an exterior anti-graffiti, one-way privacy film on all exterior facing windows.
- Security laminates will be installed by our own trained, professional installers utilizing our proprietary methods.
- DOW 995 ballistic-rated sealant will be used to anchor film.
- Safe Haven Defense security laminate comes with a Lifetime Limited Warranty (attached).
- Installation will be scheduled to avoid interruption with daily operations (evenings and weekends).

Safe Haven Defense security laminate products have written and approved architectural specification documents housed in the ARCAT library system. Architectural firms have used our products specifications for inclusion on their remodel or new build projects.

Safe Haven Defense has installed our security laminates on schools throughout the country to include several Michigan private schools and public-school districts. References are attached as requested.

SAFE HAVEN DEFENSE

Safe Haven Defense, LLC

3120 W. Carefree Hwy
STE 1-543
Phoenix, Arizona 85086
Phone: (303) 263-7259
Ehttps://SafeHavenDefense.com

I look forward to hearing from you to discuss the proposal and how Safe Haven Defense can provide an effective solution to help secure the schools of the Plymouth-Canton Community Schools. Thank you for your consideration.

Best regards,

Scott Dersa, Partner
Safe Haven Defense - Michigan

P-CCS Security Window Film
Bid Pricing Proposal Form

Installation of at minimum 8 mil security window film meeting the specifications outlined herein on specified windows and doors from the height of the building front door header and down in each of the following school buildings. Doors and windows vary in size. Bidders may schedule an optional site visit (by appointment only) to measure and/or count windows to provide the most accurate pricing. Please submit any questions, request for site visit, or need for clarification to Joshua Meier at joshua.meier@pccsk12.com.

School Building	Project Total SqFt and Cost	Exceptions
Elementary Schools ****Minimum of 65 square feet per building.***		
Allen Early Learning Center **11100 N. Haggerty Rd.** **Plymouth, MI 48170**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Bentley Elementary School **1100 S. Sheldon Rd.** **Canton, MI 48188**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Bird Elementary School **220 Sheldon Rd.** **Plymouth, MI 48170**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Dodson Elementary School **205 N. Beck Rd.** **Canton, MI 48187**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Eriksson Elementary School **1275 N. Haggerty Rd.** **Canton, MI 48187**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Farrand Elementary School **41400 Greenbriar Ln.** **Plymouth, MI 48170**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Field Elementary School **1000 S. Haggerty Rd.** **Canton, MI 48188**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Gallimore Elementary School **8375 N. Sheldon Rd.**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot

Canton, MI 48187		
Hoben Elementary School **44680 Saltz Rd.** **Canton, MI 48187**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Hulsing Elementary School **8055 Fleet St.** **Canton, MI 48187**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Isbister Elementary School **9300 Canton Center Rd.** **Plymouth, MI 48170**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Miller Elementary School **43721 Hanford Rd.** **Canton, MI 48187**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Smith Elementary School **1298 McKinley St.** **Plymouth, MI 48170**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Tonda Elementary School **46501 Warren Rd.** **Canton, MI 48187**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Workman Elementary School **250 N. Denton Rd.** **Canton, MI 48187**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Total Cost for Elementary School Buildings: SW450 = $19,500 / SW600RC = $60,450		
Middle Schools ****Minimum of 65 square feet per building.***		
Discovery Middle School **45083 Hanford Rd.** **Canton, MI 48187**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
East Middle School **1042 S. Mill St.** **Plymouth, MI 48170**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Liberty Middle School **46250 Cherry Hill Rd.** **Canton, MI 48187**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Pioneer Middle School **46081 Ann Arbor Rd.** **Plymouth, MI 48170**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot

West Middle School **44401 W. Ann Arbor Trail** **Plymouth, MI 48170**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Total Cost for Middle School Buildings: SW450 = $6,500 / SW600RC = $20,150		
High Schools **** See approximate minimum square footage requirements below.***		
Canton High School **8415 N. Canton Center Rd.** **Canton, MI 48187** **Approximately 200 sqft.**	Approximately 200 SqFt SW450 @ $20/SqFt = $4,000 SW600RC @ $62/SqFt = $12,400	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Plymouth High School **8400 N. Beck Rd.** **Canton, MI 48187** **Approximately 765 sqft.**	Approximately 765 SqFt SW450 @ $20/SqFt = $15,300 SW600RC @ $62/SqFt = $47,430	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Salem High School **46181 Joy Rd.** **Canton, MI 48187** **Approximately 200 sqft.**	Approximately 200 SqFt SW450 @ $20/SqFt = $4,000 SW600RC @ $62/SqFt = $12,400	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Starkweather Academy **39750 Joy Rd.** **Plymouth, MI 48170** **Approximately 65 sqft.**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Total Cost for High School Buildings: SW450 = $24,600 OR SW600RC = $76,260		

The following support buildings shall be bid on a supplemental bid for the installation of approximate square footages as specified below of at minimum 8 mil security window film meeting the specifications outlined herein on specified windows and doors from the height of the building front door header and down in each of the following buildings. Doors and windows vary in size. Bidders may schedule an optional site visit (by appointment only) to measure and/or count windows to provide the most accurate pricing. Please submit any questions, request for site visit, or need for clarification to Joshua Meier at joshua.meier@pccsk12.com.

P-CCS Support Buildings **** See approximate minimum square footage requirements below.***		
E.J. McClendon Educational Center **454 S. Harvey St.**	Minimum 65 SqFt SW450 @ $20/SqFt = $1,300 SW600RC @ $62/SqFt = $4,030	Anchoring with DOW995 Sealant = $4.73/Lineal Foot

Plymouth, MI 48170 **Approximately 65 sqft.**		
Educational Support Center **14967 Pilot Dr.** **Plymouth, MI 48187** **Approximately 100 sqft.**	Approximately 100 SqFt SW450 @ $20/SqFt = $2,000 SW600RC @ $62/SqFt = $6,200	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
GOALS **6215 N. Canton Center Rd.** **Canton, MI 48187** **Approximately 50 sqft.**	Approximately 50 SqFt SW450 @ $20/SqFt = $1,000 SW600RC @ $62/SqFt = $3,100	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
P-CCS Transportation **1024 S. Mill St.** **Plymouth, MI 48170** **Approximately 50 sqft.**	Approximately 50 SqFt SW450 @ $20/SqFt = $1,000 SW600RC @ $62/SqFt = $3,100	Anchoring with DOW995 Sealant = $4.73/Lineal Foot
Total cost for P-CCS Support Buildings: SW450 = $5,300 OR SW600RC = $16,430		

Bid Addenda #1 Proposal

Bid Addenda Cost per Square Foot	
Cost per Square Foot for Additional Windows:	SW450 @ $20/SqFt SW600RC @ $62/SqFt

FAMILIAL DISCLOSURE AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the bidder and any member of the Board of Education of the District and/or the Superintendent of the District.

The undersigned, owner or authorized officer of SAFE HAVEN DEFENSE (the bidder), pursuant to the familial disclosure requirement provided in the Plymouth-Canton Community Schools Request For Proposals (the "RFP"), hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder or any employee of the bidder, and any member of the Plymouth-Canton Community Schools Board of Education and/or the Superintendent.

€ **The following are the bidders familial relationship(s) with the Plymouth-Canton Community Schools:**

	Bidder/Employee	Name Related to:	Relationship
1.	N/A		
2.	N/A		

(Attach additional pages if necessary to disclose all familial relationships.)

€ **There is no familial relationship that exists** between the bidder and/or any employee of the bidder and any member of the Plymouth-Canton Community Schools Board of Education and/or the Superintendent.

Bidder: SAFE HAVEN DEFENSE
(Company Name)

By: _____
(Signature)

(Title) PARTNER

This instrument was acknowledged before me, a Notary Public, in and for Livingston County, Michigan County, Michigan on this 22 day of January, 2024

_____
(Notary Public Signature)

SS:

TIMOTHY F SHEBAK
Notary Public - State of Michigan
County of Livingston
My Commission Expires Apr 2, 2025
Acting in the County of Livingston

My Commission expires: 04-02-2025

Acting in the County of: Livingston

IRAN LINKED BUSINESS AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors and employees.

The undersigned, owner or authorized officer of SAFE HAVEN DEFENSE **(the bidder), pursuant to Michigan Public Act No. 517 of 2012, the "Iran Linked Business" requirement provided in the Plymouth-Canton Community Schools (the "School District") Request For Proposals (the "RFP") hereby certifies, represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing the Work or any services under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.**

€ **There is not an "Iran Linked Business" that exists within the bidder and/or owner, officers, directors and employees.**

Bidder: SAFE HAVEN DEFENSE
(Company Name)

By: _____
(Signature)

PARTNER
(Title)

This instrument was acknowledged before me, a Notary Public, in and for

Livingston **County, on this** 22 **day of** January **, 20**24

_____
(Notary Public Signature)

SS:

TIMOTHY F SHEBAK
Notary Public - State of Michigan
County of Livingston
My Commission Expires Apr 2, 2025
Acting in the County of Livingston

My Commission expires: 04-02-2025

Acting in the County of: Livingston

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Colorado dba Bespoke Insurance Solutions LLC
4582 S. Ulster St., Suite 600
Denver, CO 80237

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: APCOI@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Kinsale Insurance Company	38920
INSURER C : Auto Owners Insurance Company	18988
INSURER D : CopperPoint Western Insurance Company	13209
INSURER E :	
INSURER F :	

INSURED SAFEHAV-01
Safe Haven Defense LLC
Bitterroot Equipment
3120 W CAREFREE HWY Unit# 1-543
Phoenix, AZ 85086

COVERAGES **CERTIFICATE NUMBER:** 1726272507 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MKLV5PBC006007	8/1/2023	8/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			54-639225-00	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			1001505763	8/1/2023	8/1/2024	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1027855	8/1/2023	8/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability follows form with respects to the General Liability policy.

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SAFE HAVEN DEFENSE

SECURITY LAMINATE LIMITED WARRANTY

Thank you for purchasing Safe Haven Defense Security Laminate

What is Covered and how long Coverage Lasts. Safe Haven Defense warrants professionally sold and installed Safe Haven Defense Brand Security Laminates (The "Product") against the defects in manufacture or materials set forth below and for the time period set forth below. This warranty is valid only if the Product installation was performed by a Safe Haven Defense installer in accordance with manufacturer's installation procedures and applicable law.

- [X] Security Laminate (Lifetime Limited Warranty)
  Safe Haven Defense warrants against fading, peeling, cracking, adhesive failure, and delamination.
- [ ] Riot Control Security Laminate (10 Year Limited Warranty)
  Safe Haven Defense warrants against fading, peeling, cracking, adhesive failure, and delamination.
- [ ] Solar Control Bullet Resistant Laminate (7 Year Limited Warranty – May be extended to 10 Years after Inspection by Safe Haven Defense Representative)
  Safe Haven Defense warrants against fading, peeling, cracking, adhesive failure, and delamination.

Who is Covered? This limited warranty coverage is applied only to the owner of the structure/vehicle at the time of the Product's installation and is not transferable.

How Safe Haven Defense Will Manage. If the product does not conform to the warranty described above, Safe Haven Defense will appoint an installer to remove the original laminate and apply new Safe Haven Defense Laminate and will cover the reasonable labor charges of the removal of the original laminate and installation of new laminate. The obligation of Safe Haven Defense under this warranty is limited solely to removal and replacement of any Product not conforming to the warranty.

How to Make a Claim. To submit a warranty claim, you must SUBMIT THIS ORIGINAL WARRANTY CARD AND ORIGINAL RECEIPT for the product, along with a detailed description of the defect to the Safe Haven Defense distributor from whom the Product was purchased or to Safe Haven Defense at the address below. Safe Haven Defense must approve all warranty claims prior to commencement of any warranty service. Safe Haven Defense LLC / 3120 W Carefree Hwy STE 1-543 / Phoenix AZ 85086 / 480-689-7871

Window Laminate Care. To extend the life and looks of your Safe Haven Defense Security Laminate and to maintain your warranty coverage, certain care and maintenance should be followed. **Do not** wash the film with abrasive cleaners (e.g., Ammonia) or course cloths. Use a mild soap and a clean, soft cloth or synthetic sponge.

Warranty Limitation. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SAFE HAVEN DEFENSE HEREBY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. IN NO WAY SHALL SAFE HAVEN DEFENSE OR ANY INSTALLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO (1) THE USE OF OR INABILITY TO USE THE PRODUCT, (2) THE BREACH OF ANY WARRANTY OR OF THIS AGREEMENT, (3) ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY OTHER MONETARY OR OTHER LOSS, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SAFE HAVEN DEFENSE HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How State/Provincial Law Applies. This warranty provides you specific legal rights, and you may also have other rights that vary between jurisdictions.

Exclusions and Miscellaneous Terms and Conditions. (1) This warranty does not cover or apply to losses, costs, damages or defects arising from or caused by Improper Product Care, cleaning or abuse, misuse (including use not complying with applicable law), natural causes, accident, ordinary wear, damage caused vandalism, the physical impact of rocks or other objects, abrasion or scratching or any other acts, occurrences or defects, faults, or damages not related to defects in materials or manufacture of the Product. Except as otherwise provided by applicable law, Illegal use of the Product will render all warranties, whether express or implied, invalid and of no effect and Safe Haven Defense shall have no liability therefor. (2) The Safe Haven Defense installer is trained and certified as an independent contractor for Safe Haven Defense and Safe Haven Defense is not responsible for representations made by the installer. No Contractor, including the Safe Haven Defense Installer has any authority or power to modify or extend this limited warranty. The benefits under this warranty shall be the sole and exclusive remedy against Safe Haven Defense for any loss arising out of the sale, and/or use of the Product. (3) If any provision of this warranty is unenforceable or ineffective, the rest of this warranty shall remain in effect and be construed as if such provision had not been contained in this warranty. (4) This warranty shall be governed by Arizona law. Regardless of what venue would otherwise be permissive or required, Safe Haven Defense and the customer stipulate that all actions arising under or related to this warranty shall be brought in the federal or state courts located in the City of Phoenix, Arizona. Safe Haven Defense and the customer agree that such forum is mutually convenient and bears a reasonable relationship to this Agreement and waive objection to any venue laid therein.

PLEASE TURN OVER AND COMPLETELY FILL OUT AND RETAIN THIS WARRANTY CARD AND PRESENT IT TOGETHER WITH PROOF OF PURCHASE TO VALIDATE YOUR WARRANTY.

SAFE HAVEN DEFENSE

Licensee Information

Name

Address

Phone | Email | Website

Install Date | Install Price

Signature | Date

Customer Information

Customer Name

Customer Address

Phone | Email | Website

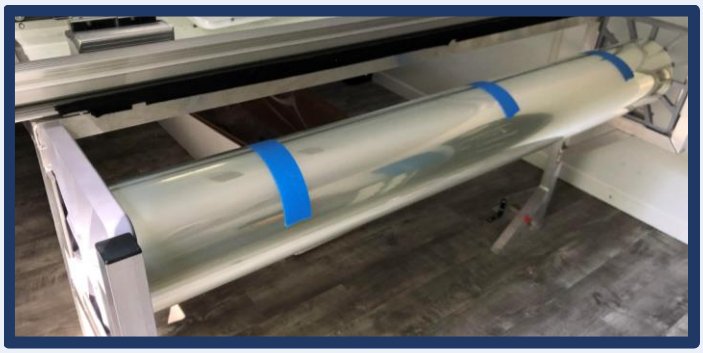
Signature | Date

PLEASE TURN OVER AND COMPLETELY FILL OUT AND RETAIN THIS WARRANTY CARD AND PRESENT IT TOGETHER WITH PROOF OF PURCHASE TO VALIDATE YOUR WARRANTY.

SW450 – PRODUCT SPECIFICATION SHEET

PRODUCT DESCRIPTION

Safe Haven Defense SW450 Smash Resistant laminate film offers protection for glass breakage due to forced entry such as burglaries, hurricanes, and blast. **SW450 incorporates an extraordinary capability in protection by hindering entry into your property. Keeping valuables and loved ones safe.**



TECHNICAL DATA

PROTECTION LEVEL	Exigent Protection
THICKNESS (1 layer)	15 mil
NUMBER PLIES	2
BREAK STRENGTH	450 psi
TENSILE STRENGTH	32,500psi
PEEL STRENGTH	6psi
TOTAL SOLAR ENERGY REJECTION	20%
IR REJECTION	59%
UV REJECTION	99%

CERTIFICATIONS & STANDARDS

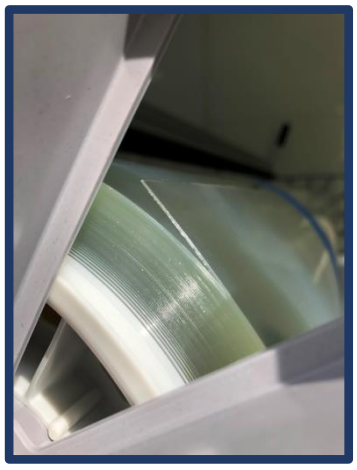
ANSI Z97.1 – Bldg. Glaze Materials

CPSC 16 CFR – Architectural Glazing

GSA EXPLOSIVE TEST: GSA TS01-2003

BMAG Level 1- Blast Mitigation

ASTM E1996 - Hurricane



USES/APPLICATION

Safe Haven Defense SW450 laminate is applied onsite, to the **INTERIOR** of existing windows in commercial, municipal, and residential buildings. Unlike traditional smash resistant glass, no special modifications or retrofitting to existing structures is required. As our laminate may be applied over **existing glass as thin as ¼ inch**, customers achieve their end goal of hardening their structure at a significant cost savings to traditional SR glass.

*Existing windows must be inspected to be structurally sound. Window must be free from debris and thoroughly cleaned prior to application.

Visit WWW.SAFEHAVENDEFENSE.COM to watch demos of 1 Directional Bullet Resistance

Safe Haven Defense, LLC

P : (623) 326-4427 | Scott.Dersa@SafeHavenDefene.com | 11027 Hi Tech Drive Whitmore Lake, MI 48189

*Proprietary information not for public distribution

Action Item #24-04-71
Meeting Date: April 23, 2024
Final Reading

PLYMOUTH-CANTON COMMUNITY SCHOOLS
Office of Chief Finance & Operations Officer

TO: Monica Merritt, Superintendent
Board of Education

FROM: Jill Minnick, Chief Finance & Operations Officer

DATE: April 23, 2024

RE: Approval to Award Contracts for Bid Package #EL-4a Hoben Elementary Drainage Improvements – Final Reading

On April 1, 2024 at 1:00 p.m. 9 bids were publically opened for the Bid Package #EL-4a Hoben Elementary School Drainage Improvements. This work was a component of the future Bid Package #EL-4 work, but the drainage component has been pulled ahead due to flooding issues. The remainder of the 2020 Bond work for Hoben Elementary will be planned and completed at a later date.

We are recommending the award for this work to go to the lowest bidder, ILE Excavating, Inc. of Plymouth, Michigan, at a cost of $196,650.00.

This item was presented for first reading at the Board of Education meeting held on April 9, 2024.

RECOMMENDED RESOLUTION

It was moved by member _____ and seconded by member _____ to award the contract for Bid Package #EL-4a to ILE Excavating, Inc. in the amount of $196,650.00. This will be paid with 2020 and 2023 bond funds.

Ayes: _____

Nays: _____

The motion was: _____

McCarthy & Smith, Inc.
Construction Services

April 2, 2024

Ms. Jill Minnick
Chief Finance and Operations Officer
Plymouth Canton Community Schools
454 S. Harvey
Plymouth, MI 48170

RE: Plymouth Canton Community Schools – 2020 Bond Issue
Bid Package #EL-4A – Hoben Elementary School Drainage Improvements

SUBJ: Contract Award Recommendation

Dear Ms. Minnick,

On Monday, April 1st at 1:00 p.m. sealed bids were received and publicly opened for the above referenced project. In attendance for the bid opening were representatives from Plymouth Canton Community Schools, TMP Architecture, McCarthy & Smith, Inc. and interested bidders.

The project team conducted post bid interviews with the following low, qualified bidder for the individual scopes of work. During post bid interviews, the project team reviewed the scope of work, project schedule, manpower requirements, and specified materials with the bidders. In some instances, second or third low bidders are being recommended if the low contractors were missing scope, or not able to fulfill the manpower requirements.

This drainage project is a component of a future Bid Package for Hoben Elementary. Due to flooding issues, this sitework component of this Bid Package was expedited and bid separately. The remainder of the Hoben Elementary project will be bid at a later date. A Construction Contingency of $16,000 has been established for this project outside of the Construction Costs listed below. Based upon the project team's review of the proposals and specified scopes of work, we recommend the following firms to Plymouth Canton Community Schools for contract award:

Bid Division 101: Earthwork/Site Utilities

Ms. Sarah Musa
ILE Excavating Inc.
138 E Ann Arbor Trail
Plymouth, MI 48170

Base Bid	$	193,250.00
PLM Bond (Westfield Insurance Companies)	$	3,400.00

TOTAL AWARD RECOMMENDATION AMOUNT: $ 196,650.00

I have included a copy of the bid summary spreadsheet and the bid tabulation for your review.

I trust the above award recommendation will meet with your approval and the approval of the Board of Education. I will be in attendance at the Board of Education meetings on April 9th, 2024 and April 23rd, 2024 to answer any questions that may arise.

Should you have any concerns prior to the board meeting, please do not hesitate to contact me.

Sincerely,

Brian Gesaman

Brian Gesaman
McCarthy & Smith, Inc.

CC: Mr. Derek Dinkeloo, TMP Architecture
Mr. Bill McCarthy, McCarthy & Smith, Inc.
Mr. Nick Tindall, McCarthy & Smith
File

Project: PCCS BP #HS-4A- Hoben Elementary School Drainage Improvements
Owner: Plymouth-Canton Community Schools
Date: 4/1/2024

Bid Summary

Bid Division	Description	Apparent Low Bidder	Base Bid Information																Bid Range	
			Base Bid	PLM Bond	Combined Bid Deduct	Total Base Bid	Accepted Alternates	Voluntary Alternates	Total Award	# of Bids Received	Woman Owned Business	Minority Owned Business	Union Business	Non Union Business	Veteran Owned	Small Business Administration	Disadvantaged Business Enterprise	High	Low
101	Earthwork/Site Utilities	ILE Excavating (**W.O,V.O**)	$193,250.00	$3,400.00		$196,650.00	$0.00		$196,650.00	9	1	0	4	5	1	2	1	$324,625.00	$196,650.00
											11.1%	0.0%	44.4%	55.6%	11.1%	22.2%	11.1%		

W.O. Women Owned Business
V.O. Veteran Owned Business

Budget Summary	
Construction Budget (Hoben Elementary Addition and Site Improvements)	$3,900,000.00
Total Award Recommendation	$196,650.00
Remaining Budget (Future Bid Package)	$3,703,350.00

NOTE: A separate Contingency Budget of $16,000 has been established for this project

Job #1271-24: Plymouth-Canton Community Schools BP#EI-4A - Hoben Elementary Drainage Improvements

Prepared by McCarthy & Smith, Inc. - 24317 Indoplex Circle, Farmington Hills, MI 48335, United States of America

Bid Package Lead: Nicholas Tindall (ntindall@mccarthysmith.com)

Project Location: Plymouth, MI, United States of America

BD 101: Earthwork & Site Utilities

Generated April 1, 2024

Base Bid

	ILE Excavating Inc. Submitted by Jeff Musa			Cortis Brothers Trucking & Excavating Submitted by Joseph Robinson			Eagle Excavation, Inc. Submitted by Jackson Wentworth			Highlands Services LLC Submitted by Ben Peterson			Compeau Brothers Excavating Submitted by Mark Rodgers		
	$196,650			**$214,600**			**$245,000**			**$246,685**			**$256,036**		
	Original Proposal, March 29, 2024			Revision #2, April 1, 2024			Original Proposal, April 1, 2024			Original Proposal, April 1, 2024			Original Proposal, March 28, 2024		
	Unit	Unit Cost	Total Cost	Unit	Unit Cost	Total Cost	Unit	Unit Cost	Total Cost	Unit	Unit Cost	Total Cost	Unit	Unit Cost	Total Cost
LINE ITEMS			**$196,650**			**$214,600**			**$245,000**			**$246,685**			**$256,036**
Lump Sum Bid for Earthwork /Site Utilities Bid Division			$193,250			$212,454			$243,000			$239,500			$246,036
Cost for Performance and Labor & Material Payment Bonds, to be added to the Base Bid is			$3,400			$2,146			$2,000			$7,185			$10,000
INCLUSIONS															
Bidder has signed and uploaded the Bid Security in the amount of five (5%) percent (Bid Bond or Certified Check)		YES			YES			YES			YES			YES	
Bidder has signed and uploaded the Familial Disclosure Affidavit Form.		YES			YES			YES			YES			YES	
Bidder has signed and uploaded the Iran Linked Business Affidavit Form.		YES			YES			YES			YES			YES	
Bidder has signed and uploaded the Criminal Background Check Affidavit Form.		YES			YES			YES			YES			YES	
Base Bid Total			**$ 196,650**			**$ 214,600**			**$ 245,000**			**$ 246,685**			**$ 256,036**
AFFILIATIONS															
The Bidder is a Woman Owned Business		YES			NO			NO			NO			NO	
The Bidder is a Minority Designated Business		NO			NO			NO			NO			NO	
The Bidder is a Union Business		YES			NO			YES			NO			NO	
The Bidder is a Non-Union Business		NO			NO			NO			YES			YES	
Other Affiliations	Veteran and small business			NONE			N/a			None			N/A		

Job #1271-24: Plymouth-Canton Community Schools BP#EI-4A - Hoben Elementary Drainage Improvements

Prepared by McCarthy & Smith, Inc. - 24317 Indoplex Circle, Farmington Hills, MI 48335, United States of America

Bid Package Lead: Nicholas Tindall (ntindall@mccarthysmith.com)

Project Location: Plymouth, MI, United States of America

Jacklyn contracting Submitted by Scott Jacklyn			Diponio Contracting, Inc. Submitted by Ben Spada			Eminent Contracting LLC Submitted by Francisco Guardado			East Edge Excavating Submitted by Henry Chang		
$269,000			**$273,925**			**$294,000**			**$324,625**		
Original Proposal, April 1, 2024			Original Proposal, April 1, 2024			Original Proposal, April 1, 2024			Original Proposal, April 1, 2024		
Unit	Unit Cost	Total Cost	Unit	Unit Cost	Total Cost	Unit	Unit Cost	Total Cost	Unit	Unit Cost	Total Cost
		$269,000			**$273,925**			**$294,000**			**$324,625**
		$260,000			$270,625			$289,000			$318,225
		$9,000			$3,300			$5,000			$6,400
	YES			YES			YES			YES	
	YES			YES			YES			YES	
	YES			YES			YES			YES	
	YES			YES			YES			YES	
		$ 269,000			**$ 273,925**			**$ 294,000**			**$ 324,625**
	NO			NO			NO			NO	
	NO			NO			YES			NO	
	NO			NO			YES			YES	
	YES			YES			NO			NO	
SBA			None			DBE			None		

Plymouth-Canton Community Schools Board of Education Resolution Recognizing Teacher Appreciation Week, May 6-10, 2024

WHEREAS, Plymouth-Canton Community Schools is proud to recognize National Teacher Appreciation Day (May 7) and Teacher Appreciation Week (May 6-10, 2024); and

WHEREAS, Teacher Appreciation Week is one of the most important observances because it brings attention to the teaching profession which is worthy of honor and praise; and

WHEREAS, our teachers are a dynamic force in the learning process and consistently exhibit their steadfast commitment to all of our students through their willingness to give of their time, energy, talents, and resources to ensure the our children have the knowledge and skills needed to be successful in college, careers, service, and life; and

WHEREAS, teachers are more than instructional leaders - they are also role models, mentors, motivators, encouragers, listeners, and coaches who build positive relationships with students that enable young people to believe in their own potential; and

WHEREAS, we recognize that all educators play a significant role in the vitality and economic prosperity of our community; and

WHEREAS, teachers care about their students' social and emotional well-being and impart them with the skills they'll need to thrive beyond high school; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community and honors all teachers for the contributions they make to our schools and community and for their efforts to positively influence the leaders of tomorrow.

NOW, THEREFORE, BE IT RESOLVED that the Plymouth-Canton Community Schools Board of Education proclaims May 7, 2024 to be TEACHER APPRECIATION DAY and May 6-10, 2024 as TEACHER APPRECIATION WEEK; and

BE IT FURTHER RESOLVED that the Plymouth-Canton Community Schools strongly encourages all members of our community to join us to express their appreciation to our teachers for their dedication and commitment to this important work.

Adopted _____ and signed by the Plymouth-Canton Community Schools Board of Education.

_____
Shawn Wilson, President

_____
Lauren Christenson, Vice President

_____
Anupam Chugh Sidhu, Secretary

_____
Patrick Kehoe, Treasurer

_____
Patti McCoin, Trustee

_____
Sheryl Picard, Trustee

_____
Judy Westra, Trustee

Follow-up Board Questions (as of 4-9-24)

- Related to the Resolution to Purchase Elementary English Language Arts (ELA) Curriculum Materials: Board members will receive a copy of the full quote, which will include book titles, through board notes.
- The Board would like to receive an update on minority and women owned bid submissions and awards
- The Board would like to receive an update on the process to provide continued education for students on suspension or expulsion.
- The Board would like to receive an update on the ventilation in the Salem HS culinary arts kitchen