

BOARD MEETING PACKET

JULY 13, 2020

Virtual Meeting

Meeting link will be posted at dexterschools.org by 4pm 7/13/20



Our Vision:

Champion Learning –

Develop, Educate, and Inspire!

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 time for public participation during the meeting as indicated in the agenda below (Bylaw 0166).

BOARD MEETING AGENDA

- A. CALL TO ORDER** (Superintendent starts meeting)
1. Roll Call
 2. Swear in Board Appointee
- B. MINUTES** (6/29/2020)
- C. APPROVAL OF AGENDA**
- D. ELECTION OF OFFICERS**
- E. SCHOOL PRESENTATIONS**
1. Legal Counsel Presentation – OMA, Committees and Social Media
- F. ADMINISTRATION & BOARD UPDATES**
1. Superintendent Update
 - a. Copeland Sale
 - b. IB Diploma Programme Results
 - c. [Return to School Roadmap](#) and [E.O. 2020-142](#)
 2. Board President Update
 3. Student Representatives Update
- G. PUBLIC PARTICIPATION** (up to 30 minutes/max 5 per person)
- H. CONSENT ITEMS**
1. Personnel – New Hire
- I. ACTION ITEMS**
1. Banking - Depositories, Accounts Payable, Internal Agency Account, Payroll Account, Wires/Transfers, Contracts/Agreements/Purchase Orders, Safe Deposit Box, Notice of Meeting Fees, Designate Treasurer/Secretary Responsibilities, Designate Electronic Transfer Officer, Designate Board – Legal Counsel, Designate Investment Officer, Designate Publications of Record
 2. Board Memberships - MASB & MASB Legal Trust Fund
 3. Declaration of Commitment, Conflict of Interest, Board Norms, Social Media Guidelines forms
 4. MHSAA Membership Resolution
 5. School Loan Application 2020-21
 6. MASB Course Approval
- J. DISCUSSION ITEMS – none**
- K. COMMITTEE UPDATES – none**
- L. PUBLIC PARTICIPATION** (up to 15 minutes/max 3 per person) *See above.*
- M. BOARD COMMENTS**
- N. INFORMATION ITEMS**
1. Updated Copeland Sales Contract
 2. Statement Regarding Superintendent Contract
 3. Committee Roster
- O. CLOSED SESSION – none planned**
- P. ADJOURNMENT**

PUBLIC PARTICIPATION

Per Temporary Policy 0167.3: Those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce his/her name and address and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting.

CALENDAR

- *Monday, August 10 – 7:00pm
Board Meeting – TBD
- *Monday, August 31 – 7:00pm
Board Meeting – TBD
- *Monday, September 21 – 7:00pm
Board Meeting – TBD



**BOARD OF EDUCATION
OATH OF OFFICE**

I do solemnly swear, (or affirm) that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully discharge the duties of the Office of School Trustee of the Dexter Community School District to the best of my ability.

**BOARD NOTES– BUSINESS MEETING
JULY 13, 2020 – VIRTUAL MEETING**

Per Board of Education bylaw 0152, the Superintendent of Schools is designated as temporary chairman to preside through the election of all officers. Upon the election of all officers, the President shall preside.

A. CALL TO ORDER

1. Roll Call.

2. Virtual Meeting Process. Virtual meeting procedures vary from typical meeting procedures in the following ways:

- a. Board members will be asked to state their name when making motions and seconds for the benefit of the audience.
- b. All votes will be roll call votes for clarity.
- c. The chair will strive to recognize board members by name before they speak. In the event that this doesn't happen, trustees are encouraged to announce their own names or may be reminded to do so.
- d. Audience members will be muted until recognized by the chair during the public participation periods.
- e. People who speak during public participation will be asked to state their name, address, and topic before speaking.
- f. Board members should refrain from using email, texting, instant messaging and other electronic forms to communicate with each other or members of the public during the meeting, and specifically refrain from using the chat box unless tech assistance is needed.
- g. Board members should conduct themselves in a manner consistent with in-person school board meetings.

B. MEETING MINUTES

* An appropriate motion might be, "I, _____, move that the Board of Education approve the meeting minutes from 6/15/2020 as presented/amended."

C. APPROVAL OF AGENDA

1. Approval of Agenda. Board policy provides that the Superintendent of Schools shall prepare an agenda for all Board meetings as directed by the President of the Board of Education.

* An appropriate motion might be, "I, _____, move that the Board of Education approve the agenda as presented/amended."

D. ELECTION OF OFFICERS

1. Election of Officers. Board policy provides for the election of Board of Education officers each year at the business meeting in July. Officers shall serve until their respective successors are elected or their term ends, and shall include a President, Secretary, Treasurer, and Vice President.

Election of officers shall be by a majority of the full Board. If, however, only one (1) nomination is made it would be appropriate that nominations be closed and a unanimous ballot be cast.

**BOARD NOTES– BUSINESS MEETING
JULY 13, 2020 – VIRTUAL MEETING**

- * An appropriate motion would be, "I, _____, move that _____ be nominated for the office of President."

At this point in the meeting, the newly elected Board President will take over the meeting.

- * An appropriate motion would be, "I, _____, move that _____ be nominated for the office of Vice President."

- * An appropriate motion would be, "I, _____, move that _____ be nominated for Secretary."

- * An appropriate motion would be, "I, _____, move that _____ be nominated for Treasurer."

E. SCHOOL PRESENTATIONS

1. OMA, Committees, and Social Media. District legal counsel will be present to review Michigan law and best practices for these topics.

F. ADMINISTRATION & BOARD UPDATES

1. Superintendent Update.
2. Board President Update.
3. Student Representatives Update.

G. PUBLIC PARTICIPATION

Each speaker is allotted a maximum of 5 minutes for a total of 30 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce his/her name and address and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting.

H. CONSENT ITEMS

- * An appropriate motion might be: "I, _____, move that the Board of Education approve the consent items in bulk."

1. Personnel – New Hire. Your packet contains a recommendation for hire and resume from WYlie principal Katie See for an open third grade teaching position.

- * An appropriate motion might be, "I, _____, move that the Board of Education offer a probationary teaching contract for the 2020-2021 school year to Cassandra (Cassie) Lythjohan."

**BOARD NOTES– BUSINESS MEETING
JULY 13, 2020 – VIRTUAL MEETING**

I. ACTION ITEMS

1. Banking - Depositories, Accounts Payable, Internal Agency Account, Payroll Account, Wires/Transfers, Contracts/Agreements/Purchase Orders, Safe Deposit Box, Notice of Meeting Fees, Designate Treasurer/Secretary Responsibilities and Designate Electronic Transfer Officer. Your packet includes a memo from Chief Financial Officer Sharon Raschke summarizing various business matters that require official action from the Board of Education each year.

* An appropriate motion might be, "I, _____, move that the school district's depositories of record be Chelsea State Bank, Flagstar Bank, Michigan Liquid Asset Fund Plus (MILAF+), Old National Bank, and TCF Bank, and in addition, investments be made with institutions in accordance with Board policy and State law... **and** I move that the signatories of any two (2) of the Board President, Board Treasurer, Superintendent, and/or Chief Financial Officer be designated as signatories for the Accounts Payable account funded by General Fund, Debt Retirement Fund, Capital Projects (Checking for bond money), Community Services, and Food & Nutrition and that these signatories may be printed by stamp, machine or hand signed... **and** I move that the signatories for the Student/School Activities account be any two (2) of the Board President, Board Treasurer, Superintendent, and/or Chief Financial Officer and that these signatories may be printed by stamp, machine or hand signed... **and** I move that the signatories for the Payroll account be any two (2) of the Board President, Board Treasurer, Superintendent, and/or Chief Financial Officer and that these signatories may be printed by stamp, machine or hand signed... **and** I move that any two (2) of the Board President, Board Treasurer, Superintendent, and/or Chief Financial Officer be authorized to transfer or wire district funds between district bank accounts and between banks for legal obligations and investments... **and** I move that the Superintendent, the Executive Director of Human Resources, and the Chief Financial Officer be authorized to sign contracts, agreements and purchase orders in conducting District business... **and** I move that the Board President and Treasurer be authorized to sign promissory notes... **and** I move that the Dexter Community Schools rent a safety deposit box at Chelsea State Bank and move that the Superintendent and Chief Financial Officer have access to the safety deposit box... **and** I move that the Dexter Community Schools set the yearly fee charged to individuals who request notice of Board meetings at \$50... **and** I move that Chief Financial Officer be designated to assume specified responsibilities of the Treasurer and that the Director of Office Management and Communications be designated to assume specified responsibilities of the Secretary... **and** I move that the Electronic Transfer Officer (ETO) for Dexter Community Schools be the Chief Financial Officer and that the ETO may enter into an Automated Clearing House (ACH) arrangement for the district...**and** I move that the firms of Miller, Canfield, Paddock & Stone, PLC, Thrun Law Firm, PC, Delaporte Law, PLLC, and Lusk & Albertson, PLC be named as the legal firms of record for the Dexter Community School District... **and** I move that the Chief Financial Officer be designated the investment officer for Dexter Community Schools... **and** I move that the Sun Times News and the Dexter Community School

**BOARD NOTES– BUSINESS MEETING
JULY 13, 2020 – VIRTUAL MEETING**

District newsletter be designated as the legal publications of record for the Dexter Community School District.”

2. Board Memberships – MASB & MASB Legal Trust Fund. Each year the Board determines which professional organizations it wishes to join. We have historically always been a part of the Michigan Association of School Boards (MASB) and have been affiliated with the Michigan Association of School Boards Legal Trust Fund.
 - * An appropriate motion might be, "I, _____, move that the Board of Education renew its membership in the Michigan Association of School Boards (MASB) at an annual cost of \$6,203 and the Michigan Association of School Boards Legal Trust Fund at an annual cost of \$292.”
3. Declaration of Commitment, Conflict of Interest, Board Norms, and Social Media Guidelines Forms. Included in your packet are these forms, which board members sign annually to affirm their commitments.
 - * No motion is required for this item, but these forms should be completed and returned to the Superintendent’s office as soon as possible. Board members may send electronic copies, mail hard copies, or make arrangements to stop by Bates to sign printed copies.
4. MHSAA Resolution. Each year the Board of Education must take official action to join the Michigan High School Athletic Association (MHSAA). This allows our athletic teams to compete at the district regional and state level for MHSAA-sponsored state championships.
 - * An appropriate motion might be, “I, _____, move that the Dexter Community Schools join the Michigan High School Athletic Association and agree to participate according to its rules and regulations.”
5. 2020-21 School Loan Application. Your packet contains a resolution and a memorandum from Sharon Raschke explaining the School Loan Revolving Fund Annual Loan Activity Application for 2020-21.
 - * An appropriate motion might be, “I, _____, move that the Board of Education authorize the attached resolution to reflect the anticipated activity with the School Loan Revolving Fund.”
6. MASB Course Approval. Several Trustees have expressed interest in attending MASB virtual courses this summer.
 - * An appropriate motion might be, “I, _____, move that the Board of Education approve registration fees for any board member in good standing up to six MASB virtual courses before August 31, 2020.”

**BOARD NOTES– BUSINESS MEETING
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I. DISCUSSION ITEMS – none

J. COMMITTEE UPDATES – none

K. PUBLIC PARTICIPATION (up to 15 minutes/max 3 per person)

Each speaker is allotted a maximum of 3 minutes for a total of 15 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce his/her name and address and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting.

L. BOARD COMMENTS

M. INFORMATION ITEMS

1. Updated Copeland Sales Contract
2. Board President Letter to the Sun Times News 7-6-2020
3. Committee Roster

N. CLOSED SESSION – none

O. ADJOURNMENT

DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION
MEETING MINUTES – JUNE 29, 2020
Virtual Meeting via Zoom, Webinar ID 860 8971 0980

The meeting was called to order at approximately 7:00pm by Board President Julie Schumaker.

A. ROLL CALL

Members Present: Ron Darr, Jason Gold, Mara Greatorex, Daryl Kipke, Dick Lundy, Julie Schumaker

Members Absent: Barbara Read

Administrative & Supervisory Staff: Sharon Raschke, Barb Santo, Mollie Sharrar, Christopher Timmis, Hope Vestergaard

DEA Representative: Jessica Baese

DESPA Representative: D'Ann Dunn

Guests: Amy Bingham Osinski, Autumn Campbell, Brian Arnold, Brian Darr, Chrissy Hladkey, Crystal Zurek, Danieal Alabré, Debbie Sakowski, Elise Bruderly, Heidi Patel, Howard Cooper, Jodi Helmholtz, John Peckham, Kirsten Korff, Laura Jones, Lauren Straub, Lauren Thompson, Linda Padgett, Louann Wing, Matt Deloria, Melanie Dever, Melanie Szawara, Melanie McIntyre, Nina Plasencia, Paul Grix, Robert Bowden, Ryan Bruder, Sharon Chevillet, Timothy Darr, Tony Roperti, Trish Machemer,

Press: Lonnie Huhman, Dexter Sun Times News

Julie Schumaker reminded board members to state their name when speaking or making a motion, noted all votes would be by roll call because it is a virtual meeting, and reminded board members not to text or post on social media during the meeting.

B. MEETING MINUTES

Ron Darr made a motion to approve the minutes from 6-15-2020 as presented. Jason Gold seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**

C. APPROVAL OF AGENDA

Mara Greatorex made a motion to approve the agenda as presented. Dick Lundy seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**

D. SCHOOL PRESENTATIONS – Board Member Recognition

The Superintendent and Board President each spoke briefly about retiring trustee Ron Darr's tenure on the Board. The District shared a slideshow highlighting Ron's Dexter Community Schools history and service.

E. ADMINISTRATION & BOARD UPDATE

1. Superintendent Update. Chris Timmis thanked Ron for his service; noted that the state would be issuing guidance for re-opening schools on June 30; shared plans to conduct in-person graduation in shifts; shared a video summarizing the Wylie students' #4Communitree project.

DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION
MEETING MINUTES – JUNE 29, 2020
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2. Board President Update. Julie Schumaker made a correction to her statement at the last meeting, where she read bylaw 0143.1 (public expression of board members). She noted that the sentence “Individual school board members are not authorized to speak on behalf of the school district.” was not part of the bylaw text and should have followed an end quote of the actual bylaw.

F. PUBLIC PARTICIPATION - none

G. CONSENT ITEMS

Daryl Kipke made a motion to approve the consent items in bulk. Jason Gold seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**

1. The Board offered Ashley Dorr and Alexandria Barthol probationary teaching contracts for the 2020-2021 school year.
2. The Board accepted Sarah Kirkwood’s resignation.
3. The Board received the May budget report.

H. ACTION ITEMS

1. Board Meeting Calendar. Jason Gold made a motion that the Board of Education approve the attached 2020-2021 Board Meeting Calendar. Mara Greatorex seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**
2. 2019-2020 Budget Amendment. Dick Lundy made a motion that the Board of Education approve the attached 2019-2021 budget amendment. Jason Gold seconded the motion. **Roll Call Vote. Motion Carried(unanimous).**
3. 2020-2021 Budget Adoption. Dick Lundy made a motion that the Board of Education adopt the attached budget for the 2020-2021 school year. Daryl Kipke seconded the motion. **Roll Call Vote. Motion Carried(unanimous).**
4. Superintendent Contract Update Approval. Dick Lundy made a motion that the Board of Education approve the attached contract between the Board of Education of Dexter Community Schools and Chirstopher Timmis beginning July 1, 2020 through June 30, 2025. Mara Greatorex seconded the motion. **Roll Call Vote. Motion Carried(unanimous).**
5. Interior High Bay Cleaning and Painting Bid. Ron Darr made a motion that the Board of Education award the bid for Interior High Bay Cleaning and Painting to Continental Contracting for an amount not to exceed \$197,000 including the alternates. Daryl Kipke seconded the motion. **Roll Call Vote. Motion Carried(unanimous).**
6. Process to Appoint a New Board Member. Daryl Kipke made a motion that the Board of Education suspend bylaw 0142.5 for the purpose of filling the vacancy created by Ron Darr’s resignation. Mara Greatorex seconded the motion. **Motion Carried (5-0-1, Ron Darr abstaining).**

Jason Gold made a motion that the Board of Education interview the three finalists from the February 24 & 25 interviews on July 13 at a Special Meeting

DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION
MEETING MINUTES – JUNE 29, 2020
Virtual Meeting via Zoom, Webinar ID 860 8971 0980

at 5:30pm and vote on appointee at that time. Dick Lundy seconded the motion. **Motion Carried (5-0-1, Ron Darr abstaining).**

7. Draft Resolution to Adopt Anti-Racist Principles and Practices. Jason Gold made a motion that the Board of Education adopt the attached resolution to Adopt Anti-Racist Principles and Practices. Mara Greatorex seconded the motion. **Motion Carried (unanimous).**
8. Policies - First Reading. Dick Lundy made a motion that the Board of Education approve attached policies 0143.1, 0144.2, 0155, 0161, 0167.3, 0168.1, 0168.3, and 9120 for first reading as amended, subject to the review of NEOLA/district legal counsel as appropriate. Mara Greatorex seconded the motion. **Motion Carried (unanimous).**

I. DISCUSSION ITEMS

1. May Financial Narrative. The Board discussed the May financial narrative and had the opportunity to ask CFO Sharon Raschke questions about it.

J. COMMITTEE UPDATES – none

K. PUBLIC PARTICIPATION

1. Daniel Alabré made a comment about the Superintendent’s contract.
2. Tony Roperti made a comment about raises.
3. Trish Machemer said she had difficulty accessing the meeting links and made a comment about the Superintendent’s contract.

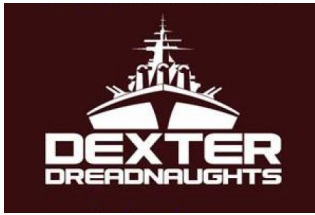
L. BOARD COMMENTS

1. Dick Lundy. Dick made a comment about the district reserve funds.
2. Ron Darr. Ron commented about his service on the Board of Education.

At approximately 9:15pm, President Julie Schumaker adjourned the meeting.

MINUTES/hlv

Mara Greatorex
Secretary
Board of Education



Wylie Elementary School
3060 Kensington, Dexter, Michigan 48130
Katie See, Principal
734-424-4140
seek@dexterschools.org

To: Dexter Board of Education
From: Katie See
Subject: Classroom Teacher Recommendation
Date: July 1, 2020

As a result of our most recent interview process, we would like to recommend Cassie Lythjohan for the third grade teaching position at Wylie. Cassie has taught second and third grades in Colorado for the past four years. Before that she was an intervention specialist in Ohio for three years. Cassie graduated from Wittenberg University in Ohio.

Our interview committee was comprised of: Mollie Kemp, Betsy Schmidt, Leah Tatara, Susan Karsch, Jessica Savoni, Ashley Kerns, Jill Covington, Kaitlyn Tietsema, Laura Armbruster, Wylie third and fourth grade students and myself. We highly recommend Cassie and feel confident that she will make a difference in the lives of Dexter students for years to come.

Thank you,

Katie See
Principal

Cassandra L. Lythjohan

(contact info redacted)

Education

Bachelor of Arts in Education

Dual Licensure, Ohio – Early Childhood P-3/Intervention Specialist K-12 Mild-Moderate

Wittenberg University

Springfield, OH

Graduation date: May 11, 2013; Conferred: August 2013

Centerville High School

Centerville, OH

Graduation date: June 2009

Core Qualifications

Michigan Standard Teaching License issued in Elementary K-5 all subjects (K-8 All Subjects Self Contained Classroom) in March 2020.

Michigan Test for Teacher Certification (MTTC)

- Elementary Education (103) - Passed February 2020
- Early Childhood Education (106) - Passed February 2020

Certifications

- First Aid
- CPR

Employment

Professional Development in Education

- **3rd Grade Teacher**, Swansea Elementary, Denver, CO (Aug 2017 – May 2020)
- **2nd Grade Teacher**, Bella Romero Academy, Greeley, CO (Aug 2016 - May 2017)
- **Intervention Specialist (2nd - 4th)**, West Liberty-Salem (Aug 2013-May 2016)

Leadership Experience

- **School Leadership Team Member**, Swansea Elementary (Aug 2018 – May 2020)
- **Co-Facilitator Student Leadership Team**, Swansea Elementary (Aug 2019-May 2020)
- **3rd Grade Team Specialist**, Swansea Elementary, Denver, CO (Aug 2018 – May 2020)
- **Social Committee Head**, Swansea Elementary, Denver, CO (Aug 2018 – May 2020)
- **IAT Member**, West Liberty-Salem Elementary (Oct 2015-May 2016)

Coaching Experience

- **CORE Goalkeeping Academy**, Denver, CO (Aug 2017 – May 2020)
- **U10 Boys Soccer Coach**, Greeley, CO (Jan 2017 - May 2017)

References available upon request

- **Assistant Women's Coach**, Wittenberg University, (Jan 2015 - Jun 2016)
- **Assistant Varsity Coach**, West Liberty-Salem HS, OH (Aug 2013 - 2015)

References available upon request

TO: Board of Education

FROM: Sharon Raschke, CFO

DATE: July 1, 2020

RE: **Business Meeting 2020-21**

I. Motions referenced in Board Policy #0154

Board policy #0154 requires that at the business meeting, the Board of Education shall designate persons authorized to act on its behalf in several areas. Each item included contains recommendations for appropriate responsible designees. These recommendations are in line with the operational design of the district. I will assure that the signatures are on record at the appropriate institutions.

Policy # 0154, A. Depositories for school funds (M.C.L.A. 380.1221)

- Chelsea State Bank
- Flagstar Bank
- Michigan Liquid Asset Fund Plus (MILAF+)
- Old National Bank
- TCF Bank

I recommend that these institutions be the depositories of record for the Dexter Community School District. In addition, investments will be made with institutions in accordance with Board policy and state law.

Policy # 0154, B. Persons authorized to sign checks, contracts, agreements, and purchase orders

1. Checks for Accounts Payable account funded by:

- General Fund
- Debt Retirement
- Capital Projects Funds (For bond and non-bond proceeds)
- Community Services
- Student/School Activities
- Food & Nutrition

I recommend the signatories for the Accounts Payable account be any two of the Board President, Board Treasurer, Superintendent and/or the Chief Financial Officer. These signatures may be printed by stamp, machine or hand signed.

3. Checks for Payroll account

I recommend the signatories for the Payroll account be any two of the Board President, Board Treasurer, Superintendent and/or the Chief Financial Officer. These signatures may be printed by stamp, machine or hand signed.

4. Wires and Transfers

I recommend that any two of the Board President, Board Treasurer, Superintendent and/or the Chief Financial Officer be authorized to transfer or wire district funds between district bank accounts and between banks for legal obligations and investments.

5. Contracts, agreements, and purchase orders

a. Contracts, agreements, and purchase orders

I recommend that the Superintendent, the Executive Director of Human Resources, and the Chief Financial Officer be authorized to sign contracts, agreements and purchase orders in conducting District business.

b. Promissory notes

I recommend that the Board President and Treasurer be authorized to sign promissory notes.

Policy # 0154, D. Persons authorized to use the safe deposit box

I recommend that the Dexter Community School District rent a safety deposit box, if needed, at Chelsea State Bank. I also recommend that the Superintendent and the Chief Financial Officer have access to the safety deposit box.

Policy # 0154, E. Fee charged to individuals who request notice of Board meetings (M.C.L.A. 15.266)

Upon the written request of an individual, organization, firm, or corporation, and upon the requesting party's payment of a yearly fee of not more than the reasonable estimated cost for printing and postage of such notices, a public body shall send to the requesting party by first class mail a copy of any notice required to be posted pursuant to sections 5(2) to (5).

The Board of Education is required to establish this fee annually. Notices for regular board meetings, special board meetings, all committee meetings, and any changes to meetings are required to be posted.

I recommend that the Dexter Community School District set the yearly fee charged to individuals who request notice of Board meetings at \$50.

Policy # 0154, F. Designate an administrator/director to assume specified responsibilities of the Treasurer and/or of the Secretary

I recommend that the Chief Financial Officer be designated to assume specified responsibilities of the Treasurer.

I recommend that the Director of Office Management and Communications be designated to assume specified responsibilities of the Secretary.

Policy # 0154, G. Designate the Electronic Transfer Officer (ETO) (Policy [6144](#))

I recommend that the Electronic Transfer Officer (ETO) for the Dexter Community School District be the Chief Financial Officer. The ETO may enter into an Automated Clearing House (ACH) arrangement for the district.

II. Designation of Law Firms

Board policy #0172 requires that at the business meeting, that the Board of Education shall designate a law firm or firms to represent the School District or Board in actions brought for or against the School District and to render other legal service for the welfare of the School District.

We have used the firm of Miller, Canfield, Paddock & Stone, PLC and for general school law, bonding issues, and property matters. In addition, we use Thrun Law Firm, PC for general school law and special education matters. We also use Eric Delaporte Law, PLLC and Lusk Albertson, PLC for general school law.

I recommend that the firms of Miller, Canfield, Paddock & Stone, PLC, Thrun Law Firm PC, Delaporte Law, PLLC, and Lusk Albertson, PLC be named as the legal firms of record for the Dexter Community School District.

III. Designation of Investment Officer

Board policy #6144 requires that the Board of Education establish an Investment Officer to oversee the day-to-day management of School District investments.

I recommend that the Chief Financial Officer be designated the investment officer for the Dexter Community School District.

IV. Designation of Publication of Record

Various policies and state law require the district designate a newspaper of general circulation to publish its legal notices.

I recommend that The Sun Times News and the Dexter Community School District newsletter be designated as the legal publications of record.

TO: Board of Education

FROM: Sharon Raschke, CFO

DATE: July 1, 2020

RE: **District Memberships 2020-21**

Dexter Community Schools maintains memberships to provide particular services. I recommend that the following memberships be approved and/or renewed:

Michigan Association of School Boards: The organization provides in-services and information to assist school board members and school board activities.

Annual cost: \$6,203

Michigan School Board Legal Trust Fund: This fund is set aside to assist and protect legal actions or activities affecting school districts.

Annual cost: \$292

DECLARATION OF COMMITMENT BOARD OF EDUCATION DEXTER COMMUNITY SCHOOLS

We, the members of the Dexter Community Schools Board of Education, each July commit ourselves collectively and individually to do the following:

- A. We will devote time, thought, and study to our duties and responsibilities as Board members.
- B. We will build and maintain good relationships with each other and with the Superintendent.
- C. We will emphasize planning, policy-making, and public relations, leaving management to the Superintendent.
- D. We will prepare ourselves well for each Board meeting; keep our comments concise, organized, and clear; and listen carefully to others who have the floor.
- E. We will vote our individual convictions and avoid factionalism.
- F. We will individually refrain from deliberations and decisions on matters in which we have a vested interest or a conflict of interest.
- G. We will respect all confidential information received and refrain from disclosing opinions expressed in confidence by each other and the Superintendent.
- H. We will listen courteously to citizens, refer those with personal requests and criticisms to the Superintendent, and keep the Superintendent apprised of community concerns.
- I. We will set clear goals for the Superintendent, support him/her, and help him/her to be as effective as possible.
- J. We will belong to organizations for Board members and be active in these associations.
- K. We will establish goals for our school district and make the community aware of these goals.
- L. We will abide by the *Code of Ethical Relationships for Board of Education Members and Educational Administrators* provided by the Michigan Association of School Boards (MASB).

If one (1) of us thinks another has violated any provision of this agreement, s/he will talk with the other in an attempt to resolve the issue. If the attempt fails s/he will bring the matter to the attention of the entire Board. If any grievances arise, we will deal with them at the earliest opportunity.

Signed by: _____ Date: _____



**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION
CONFLICT OF INTEREST DECLARATION**

I have read and do understand the Dexter Community Schools Policy and Procedures on Conflict of Interest and agree to abide by them.

Name _____ Date _____

Position _____

Please list below business relationships with DCS which contain real or potential conflicts of interest. (If none, please specify "NONE").

Please list the names of any close relatives who are employed by the Dexter Schools.

Dexter Community Schools Board of Education

0144.3 Conflict of Interest

Board members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. No Board member shall use his/her position as a Board member to benefit either himself/herself or any other individual or agency apart from the total interest of the School District.
- B. When a member of the Board determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon.
- C. A member of the Board is presumed to have a conflict of interest if the member or his/her family member has a financial interest, or a competing financial interest, in the contract or other financial transaction or is an employee of the School District.

Having a child in the District does not alone constitute a conflict of interest or financial interest in a contract or other financial transaction of the School District.

"Family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage.

- 1. A Board member is not considered to have a financial interest in any of the following instances:
 - a. A contract or other financial transaction between the School District and any of the following:
 - 1) A corporation in which the individual is a stockholder owning 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owning stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
 - 2) A corporation in which a trust, if the individual is a beneficiary under the trust, owns 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owns stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
 - 3) A professional limited liability company organized pursuant to the Michigan limited liability company act, if the individual is an employee but not a member of the company.
 - b. A contract or other financial transaction between the School District and any of the following:
 - 1) A corporation in which the individual is not a director, officer, or employee.
 - 2) A firm, partnership, or other unincorporated association, in which the individual is not a partner, member, or employee.
 - 3) A corporation or firm that has an indebtedness owed to the individual.
 - c. A contract between the School District and the intermediate school district.
 - d. A contract awarded to the lowest qualified bidder, upon receipt of sealed bids pursuant to a published notice for bids if the notice does not bar, except as authorized by law, any qualified person, firm, corporation, or trust from bidding. This does not apply to any amendments or renegotiations of a contract or to additional payments under the contract that were not authorized by the contract at the time of award.

(continues)

**Dexter Community Schools Board of Education
Bylaw 0144.3 Conflict of Interest**

2. If the financial interest pertains to a proposed contract with the District, the following requirements must be met:
 - a. The Board member shall disclose the financial interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct financial interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the Board member shall make the disclosure in one of two (2) ways:
 - 1) In writing, to the Board president (or if the member is the Board president, to the Board secretary) at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Bylaw 0165.)
 - 2) By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The Board member must use this method of disclosure if his/her financial interest amounts to \$5000 or more.
 - b. Any contract in which there is a conflict of interest as defined by this bylaw and the related statute (M.C.L. 380.1203) must be approved by a majority vote of the full Board without the vote of any Board member with a financial interest.
However, if a majority of the members of the Board are required to abstain from voting on a contract or other financial transaction due to a financial interest, then for the purposes of that contract or other financial transaction, the members who are not required to abstain constitute a quorum of the board and only a majority of those members eligible to vote is required for approval of the contract or financial transaction.
 - c. The official minutes of the Board disclose the name of each party involved in the contract, the nature of the financial interest, and the terms of the contract including the duration, financial consideration between the parties, facilities or services of the District included in the contract, and the nature and degree of assignment of District staff needed to fulfill the contract.
 - d. A Board member with a conflict of interest in a contract may not participate in discussion of nor vote on the contract.
- D. Board members shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds.
- E. A Board member may be appointed to serve as a volunteer coach or supervisor of a student extra-curricular activity if all of the following conditions are present:
 1. The Board member receives no compensation for service as a volunteer coach or supervisor;
 2. The Board member abstains from voting on issues before the Board concerning the program during The period of time s/he serves as a volunteer coach or supervisor;
 3. There is no other qualified applicant available to fill a vacant position; and
 4. The appointing authority has received the results of a criminal history check and criminal records check from the Michigan State Police or the Federal Bureau of Investigation for the Board member.

M.C.L. 15.183, 15.323, 380.1203

See also, Policy [6420](#), Conflict of Interest - Legal Counsel, Advisors, or Consultants.

Revised 5/20/13

Revised 8/26/13

Revised 1/20/14

Revised 12/3/15

Norms of the Dexter Board of Education

Adopted 9-16-2019

Board Discussion

- Wait to speak until recognized by the Board President or meeting Chair.
- Keep comments concise.
- Stay on topic.
- Ask questions to seek understanding, rather than to challenge.
- Once a trustee has spoken, other trustees ought to have an opportunity to speak before the trustee speaks again.
- Avoid side-bar conversations which are distracting to those at the table and in the room.
- Treat fellow trustees, staff and community members with respect.

Board Agenda

- Plan the agenda so that discussion and business comes earlier when trustees are fresh.
- Strive for two-hour meetings.
- As a general rule, agenda items—except for routine matters—should first appear as *Discussion* items before coming to the Board for *Action*.
- Any trustee who would like to see an item placed on the agenda, should contact the Board President or Superintendent.
- If a trustee would like a *Consent* or *Action* item moved to *Discussion*, the item will be moved except for extenuating circumstances.
- Continue providing committee updates.

Public Comment

- A podium will be provided for public comment and presentations.
- The Board President should appropriately acknowledge commenters, but will not engage in discussion.
- Trustees should refrain from speaking during public comment.
- At the conclusion of public comment, the Board President may provide clarification on topics--or ask the Superintendent to set the record straight--if misinformation has been shared during the public comment section of the meeting.
- Meeting Minutes will include commenter's name and topic, but not a summary of thoughts expressed.

School and Community Group Presentations

- Those presenting to the Board should be provided with time parameters, preferably keeping presentations to ten minutes or less.
- There should be no more than two presentations per meeting.
- Trustees should be sensitive when asking questions of presenters.
- Everyone who presents before the Board should leave the meeting feeling valued.

E-mail Communication

- Trustees should make sure that they are able to receive community e-mail messages sent through the district website.
- Refrain from sending intra-Board e-mail messages to avoid deliberating outside of public meetings.
- Best practice is to send informational e-mail messages to the Superintendent's Assistant to be forwarded to the Board and Superintendent.
- The Board President or Acting President will respond to e-mail and correspondence sent to the Board as a whole.
- Trustees who choose to respond to e-mail or correspondence must make it clear that they are not speaking for the Board. Only the President or Acting President may speak for the Board.

Board Decisions

- Board deliberation and decisions should take place in an open, transparent fashion at a posted public meeting, with an opportunity for all trustees to have input during deliberation.
- Once a vote has been taken, all trustees should support the decision.

Board Member

Date

Social Media Guidelines for DCS School Board Members

Adopted 10-14-2019

Many School Board members are active users of social media, including online platforms like Facebook and Twitter, blogs and personal websites. When communicating online about school district business, Board members ought to follow best practices. Consider the following guidelines when using social media as public officials.

Clarify that you are communicating about school district business as an individual member of the Board, not as an official district spokesperson.

When community members hear from Board members they often assume that these trustees are speaking for the Board and the district. They do not distinguish between a single Board member's musings, and Board policy and district direction. It must be clear that the official spokesperson for the Board is the President, and the official spokesperson for the district is the Superintendent.

Deliberating with a quorum of the Board about school district business violates the OMA.

A message sent to an internet-based group whose membership is unknown could constitute a deliberation and a meeting under OMA. Board members should not use online communications as a vehicle for communicating with each other outside of meetings. In addition to the risk of an OMA violation, such communication undermines good working relationships, and the purpose of open meetings.

Direct complaints or concerns presented online to the appropriate administrator.

When a community member approaches a Board member with a concern, in person or online, the Board member ought to direct the person to an appropriate administrator and/or encourage them to access the "let's talk" link on Dexter's website. This maintains chain-of-command and separates "management" which is the work of administration, from "governance" which is the work of the Board.

Avoid posting content that indicates you have already formed an opinion on pending matters.

When an issue is presented to the Board of Education it is with the understanding that the Board will sit as a deliberative body and operate with due process. Social media posts by a

Board member expressing an opinion on a pending matter may be considered evidence of bias or prejudice and call into question the validity of Board action.

Ask for community input to be provided through appropriate channels and do not allow your social network to direct your decisions as a trustee.

Soliciting input from the community is part of the district’s communication strategy. Yielding governance decisions to social network influences violates local policy, Board norms, ethics, and, in some instances, the law.

Only post content that the district has already released to the public.

In light of the sensitivity of many school district matters and the risk of inadvertent disclosure of confidential material, a trustee should limit the use of social media to sharing content already released to the public by the district.

When attempting to restate what happened at a previous Board meeting, clarify that the posting is not an official record of the meeting and share information only from the open portions of the meeting.

The minutes are the official record of the meeting. When describing what took place at a Board meeting, remember to honor the vote of the Board. Whether in the minority or the majority, once the motion is approved, the Board has spoken and policy has been enacted. It is particularly destructive to use social media to vent about a contentious decision.

Retain electronic records—including your own posts and content others post to your account—when required to do so by district’s records retention policy.

Generally speaking, posts about school district business ought to be retained if the content goes beyond simply sharing existing district information—like a link to the website—or routine correspondence—date/time/location of an upcoming Board meeting.

Immediately report any potential security breach if you lose control or possession of a district-issued personal electronic device on which confidential district records can be accessed.

Board members need to safeguard school district records, including the records they access online or with personal electronic devices.

Board Member

Date

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. **It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.**

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

MEMBERSHIP RESOLUTION

For the year August 1, 2020 — through July 31, 2021

LIST ON BACK

_____ the School(s) which are under the direction of this Board of Education/Governing Body.

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2020-21 must be listed on the back of this form)

_____ City of _____

County of _____, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current *HANDBOOK* as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2020 and shall remain effective until July 31, 2021, during which the authorization may not be revoked.

RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

_____ School(s), on the _____ day of _____, 2020,
and is so recorded in the minutes of the meeting of the said Board/Governing Body.

(Governing Body Name)

(Address)

(City & Zip Code)

(Contact E-mail)

Board Secretary Signature
or Designee

Check if Designee

Schools Which Are To Be MHSAA Members During 2020-21

NOTE: Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades 6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th-grade students.
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.

Name the Member High School(s)

List separately from JH/MS even if all grades are housed in the same building.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

If necessary, list additional schools for either column on a separate sheet.

Name the Member Junior High /Middle School(s)

(member 6th, 7th and 8th-grade buildings)

List separately from HS even if all grades are housed in the same building.

1. _____

Name of Member School

Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2020-21 7th and 8th-grade enrollment _____
 Provide anticipated 2020-21 6th-grade enrollment _____
 1. **Yes or No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, complete No. 2.
 2. **Yes or No (circle one)** If 6th-graders are participating & not housed in the same building, add the name of the building that houses 6th-graders to the Membership Resolution.

2. _____

Name of Member School

Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2020-21 7th and 8th-grade enrollment _____
 Provide anticipated 2020-21 6th-grade enrollment _____
 1. **Yes or No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, complete No. 2.
 2. **Yes or No (circle one)** If 6th-graders are participating & not housed in the same building, add the name of the building that houses 6th-graders to the Membership Resolution.

3. _____

Name of Member School

Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2020-21 7th and 8th-grade enrollment _____
 Provide anticipated 2020-21 6th-grade enrollment _____
 1. **Yes or No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, complete No. 2.
 2. **Yes or No (circle one)** If 6th-graders are participating & not housed in the same building, add the name of the building that houses 6th-graders to the Membership Resolution.

TO: Board of Education
FROM: Sharon Raschke, CFO
DATE: July 13, 2020
RE: School Loan Revolving Fund-Annual Loan Activity Application 2020-21

Debt service payments on the 1998 Debt, 2012 Building and Site and Refunding Debt, and 2017 Building and Site and Refunding Debt are due each November 1 (interest payments) and May 1 (principal and interest payment). The revenue used to pay the debt service payments are collected by levying 8.5000 mills on all properties in the Dexter Community School District.

The Annual Loan/Repayment Activity Application is required to be filed at this time. Because we are winter collection only we will not begin collecting 2020 taxes until December. However, we have sufficient funds on hand for the November 2020 payment. We repaid \$4,699,700 during 2019-20.

P.A. 437 of 2012 requires that we provide an annual millage recalculation to Treasury. Jesse Nelson, our financial advisor at Baker Tilly, has prepared the information. It is attached for your reference.

I recommend that you authorize the attached resolution to reflect the anticipated activity with the School Loan Revolving Fund.

AUTHORITY: Act 92, 2005, as amended
COMPLETION: Required
Due Date: August 1, 2020



Bureau of Bond Finance
School Loan Revolving Fund
430 W. Allegan
Lansing, MI 48922

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

**School Loan Revolving Fund
Annual Repayment Application
Cover Transmittal**

School District Name Dexter Community School District

District Code 81-050

Winter Levy **Summer/Split Levy**

PURPOSE: Use this form as a cover sheet and checklist when returning your Annual Repayment Activity Application. (Please check off indicated items)

- School Board certified resolution (with board votes recorded on page 2)
- Annual Repayment Worksheet
- Copy of *Reconciled* Bank Statements

CONTACT PERSON IF CHANGED: Person to whom questions and correspondence concerning this application sh directed.

Name: Sharon Raschke E-Mail Address: raschkes@dexterschools.org
Title: Chief Financial Officer

Telephone #: 734-424-4107 Fax #: 734-424-4111

Certification: I have reviewed the application for the purpose of assuring that the repayment estimate to the School Loan Revolving Fund has been calculated using proper allocation of the debt levy. I certify that the information contained in this application is complete and accurate in all respects.

(Signature of Authorized Officer) (Title) (Date)
refer to section 5 of the board resolution

MAILING INSTRUCTIONS:

Return ONE copy by August 1, 2020 to the STATE at the above address.

Direct questions to:
Janelle Sabin, Auditor
Telephone: 517-335-4302 Fax: 517-241-1233

For Treasury Use Only:
Borrow (Repay) _____

School Bond Qualification and Loan Program
School Loan Revolving Fund
Bureau of Bond Finance
Michigan Department of Treasury
430 W. Allegan
Lansing, MI 48922

ANNUAL LOAN/REPAYMENT ACTIVITY APPLICATION
For Participation in the School Bond Qualification and Loan Program

Legal Name of School District Dexter Community School District	District Code No. 81-050	County Washtenaw County
---	-----------------------------	----------------------------

CERTIFICATE

I, the undersigned, Secretary of the Board of Education, do certify hereby that the following constitutes a true and complete copy of a resolution adopted by the Board of Education of this School District, at a [regular or special] meeting held on the 13 day of July, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act 267 of the Public Acts of 1976 (Open Meetings Act).

IN WITNESS WHEREOF, I have hereunto set my hand this 13 day of July, 2020.

(Type or Print Name of Secretary)

(Signature of Secretary)

(Type or Print Name of Treasurer, Board of Education)

(Signature of Superintendent of Schools)

RESOLUTION

A meeting was called to order by _____, President.

Present: Members _____

Absent: Members _____

The following preamble and resolution were offered by Member _____

and supported by Member _____

WHEREAS:

- Act 92 of the Public Acts of Michigan, 2005, enacted pursuant to Article IX, Section 16, of the Michigan Constitution of 1963, provides the procedure, terms and conditions for obtaining a loan from the Michigan School Loan Revolving Fund.
- Pursuant to Executive Order No. 1993-19, the state activities related to bond qualification and state borrowing functions for the provision of loans by the State of Michigan to school districts were transferred from the Department of Education to the Department of Treasury. The State Treasurer is responsible for prescribing the forms and procedures regarding the application for loan from the School Loan Revolving Fund.

3. This district has taken all necessary actions to comply with all legal and procedural requirements for borrowing from the School Loan Revolving Fund.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

1. The district approves the estimated amount to be borrowed from or repaid to the School Bond Qualification and Loan Program and certifies the amount of qualified debt millage to be levied in accordance with the following:

Qualified bond debt millage (Tax Year 2020)	8.50	
Combined beginning balance owed to the SBLF and/or SLRF 06/30/2020		\$ 19,971,479.15
Estimated amount to borrow from or repay to the SBLF and/or SLRF		(\$ 5,090,353.00)
Estimated accrued interest		\$ 744,056.31
Estimated combined ending balance owed the SBLF and/or SLRF 06/30/2021		\$ 15,625,182.46

2. The district agrees to levy the debt millage tax as indicated above in the current tax year and to levy the debt millage tax required by law on the taxable valuation of the district for each subsequent year until all loans are repaid in full to the State of Michigan.

3. The district agrees to take actions and to refrain from taking any actions as necessary to maintain the tax exempt status of tax exempt bonds or notes issued by the State or the Michigan Finance Authority for the purpose of financing loans to school districts.

4. The district agrees to file a draw request with the State Treasurer not less than 30 days prior to the time when disbursement proceeds will be necessary in order to pay maturing principal or interest or both and to provide any other pertinent facts which may be required to be included in the request.

5. The (title of authorized officer) Chief Financial Officer is authorized and directed to file with the Department of Treasury the Annual Loan/Repayment Activity Application and any draw request documents necessary for borrowing from the SLRF.

6. In the event that the district fails to perform any actions as identified in this application or required by law, the district will submit to the State Treasurer a board approved resolution which indicates the actions taken and procedures implemented to assure future compliance.

7. The district board members have read this application, approved all statements and representations contained herein as true to the best knowledge and belief of said board, and authorized the Secretary of the Board of Education to sign this application and submit same to the State Treasurer for his review and approval.

Ayes: Members

Nayes: Members

WINTER ONLY TAX LEVY

UNLIMITED TAX QUALIFIED BONDS

SCHOOL DISTRICT CODE: 81-050

SCHOOL DISTRICT NAME: Dexter Community School District

TOTAL DEBT MILLAGE TO BE LEVIED: 8.50

Instructions for Internet use:

1. Please enter data in the shaded areas only.
2. Complete this spreadsheet. Obtain Board of Education approval.
3. Submit this spreadsheet with the required documents prior to August 1, 2020

2020 Taxable Valuation =	1,467,217,107
PLUS: 1/2 of 2020 Equivalent IFT/CFT Taxable Value =	1,467,217,107
Less: 2020 TIFA, DDA, & LDFA Captured Value =	
TOTAL 2020 Taxable Value Subject to Debt Service =	1,467,217,107

2020 Winter Annual Repayment Worksheet

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
	Bond Issue Date MM/DD/YYYY (if variable rate issue, indicate attach current P&I schedule)	Debt Service Payment (Principal & Interest) Due May 1, 2021	Debt Service Payment (Principal Due Nov 1, 2020	Fees	Debt Service Payments (Principal, Interest & Fees)	RECONCILED Debt Fund Balance, June 30, 2020 Including Cash, Investments, etc.	Debt Service Payment Due Nov 1, 2020	Amount to Repay SLRF after the Nov 1, 2020 Debt Service Payment	Funds Needed for May/Nov 2021 Debt Service Payments (e - f + g + h)	Prorated Millage Allocation (1 / total i) * total millage	Actual Millage Allocation (if "0", enter "0")	Revenues to be Collected from 2019 Tax Levy (k * Taxable Value / 1000)	Estimated Amount to Repay SLRF After the May/Nov 2021 Debt Service Payments (l - i)	Estimated TOTAL Amount to Repay SLRF for Fiscal Year ending 6/30/2021 (h + m)
	06/01/98	3,156,563	465,938	500	3,623,001		531,563		4,154,564	4,784	-	0	(4,154,564)	(4,154,564)
	05/24/12	1,084,250	18,500	150	1,102,900		34,250		1,137,150	1,310	-	0	(1,137,150)	(1,137,150)
	11/28/17	1,326,266	1,326,266	500	2,653,031		1,326,266		3,979,297	4,583	-	0	(3,979,297)	(3,979,297)
Common Debt Retirement					0	1,890,019			(1,890,019)	-2,177	8,500	12,471,345	14,361,364	14,361,364
Total		5,567,079	1,810,704	1,150	7,378,932	1,890,019	1,892,079	0	7,380,992	8,500	8,500	12,471,345	5,090,353	5,090,353

*IF SIGNIFICANT ADJUSTMENTS ARE MADE TO THE ACTUAL MILLAGE ALLOCATION AS COMPARED TO THE PRORATED MILLAGE ALLOCATION, PLEASE PROVIDE A BRIEF EXPLANATION OF YOUR BASIS.

School Bond Qualification and Loan Program
School Loan Revolving Fund
Bureau of Bond Finance
Michigan Department of Treasury
430 W. Allegan
Lansing, MI 48922

ANNUAL MILLAGE RECALCULATION

Due to changes in the law, as of October 1, 2013, all school districts are expected to recalculate their computed millage based on most current information available by each October 1st, including new taxable values and any new qualified debt service or qualified loans. The recommended time to report the millage recalculation to the School Bond Loan Program is during the Annual Loan Activity process.

Please return this form, along with your annual application, by **August 1, 2020**.

After completing the Annual Millage Recalculation worksheet or a comparable analysis by your financial advisor, complete the next section and submit this form with the supporting documentation to Janelle Sabin at SabinJ1@michigan.gov:

Section A

Current Computed Millage: 8.5

Recalculated Millage to be levied in the upcoming year:

Per Spreadsheet: _____ Statutorily limited increase: _____ No Change

(The millage to be levied will be carried to Page 2 of the Annual Loan/Repayment Activity Application.)

Section A Instructions:

Enter the current computed millage.

For the recalculated millage, check which box is appropriate and enter the millage that will be levied for the upcoming year (if applicable).

- Enter the "recalculated millage" if there is no limitation on the levy needed to pay off the loan by the Final Mandatory Repayment Date.
- Limited increase – enter the millage that will be levied for the year here, if it is limited by either 13 mills or the statutory limitations.
- If the current computed millage is sufficient to pay all qualified loans by the FMRD and no increase is needed, please check this box.



now joined with Umbaugh

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Suite 150
East Lansing, MI 48823
(517) 321-0110
bakertilly.com

June 2, 2020

Sharon Raschke, Chief Financial Officer
Dexter Community Schools
7714 Ann Arbor Street
Dexter, MI 48130

Re: Required P.A. 437 of 2012 Annual Millage Study – Taxable Value Year 2020

Dear Sharon:

The attached schedules (listed below) present unaudited and limited information for the purpose of complying with Public Act 437 of 2012 by the appropriate officers, officials and advisors of Dexter Community Schools. The use of these schedules should be restricted to this purpose.

Page(s)

- 2 Taxable Value History and Growth Assumptions
- 3 Required 2020 Estimated Millage Study
- 4 Required 2020 Estimated Millage Study – Chart Format

We would appreciate your questions or comments on this information and would provide additional information upon request.

BAKER TILLY MUNICIPAL ADVISORS, LLC

Jesse R. Nelson, CPA, Partner

**DEXTER COMMUNITY SCHOOLS
COUNTIES OF WASHTENAW AND LIVINGSTON, STATE OF MICHIGAN**

TAXABLE VALUE HISTORY AND GROWTH ASSUMPTIONS

<u>Year</u>	<u>Taxable Value</u>	<u>Personal Property Tax Loss</u>	<u>Total Value</u>	
2020	1,467,217,107	25,159,792 [1]	1,492,376,899	4.44%
2019	1,403,828,573	25,159,792	1,428,988,365	5.39%
2018	1,332,417,299	23,458,494	1,355,875,793	5.10%
2017	1,267,390,387	22,650,864	1,290,041,251	3.74%
2016	1,225,539,135	17,981,794	1,243,520,929	3.48%
2015	1,201,675,830			3.41%
2014	1,162,043,625			3.56%
2013	1,122,070,648			2.66%
2012	1,092,947,510			0.44%
2011	1,088,178,418			-0.96%
2010	1,098,712,770			-3.55%
2009	1,139,135,553			-2.02%
2008	1,162,638,417			0.35%
2007	1,158,568,465			6.86%
2006	1,084,241,113			8.55%
2005	998,796,168			8.88%
2004	917,321,279			2.84%
2003	891,964,244			9.72%
2002	812,957,756			9.57%
2001	741,927,161			11.67%
2000	664,396,898			
5 Year Average				<u>4.43%</u>
20 Year Average				<u>4.21%</u>

[1] Assumes 2019 value.

(Subject to the attached letter dated June 2, 2020)

**DEXTER COMMUNITY SCHOOLS
COUNTIES OF WASHTENAW AND LIVINGSTON, STATE OF MICHIGAN**

REQUIRED 2020 ESTIMATED MILLAGE STUDY

Final Mandatory Repayment Date: 05/01/34 Winter Tax Levy Tax Collection Factor 100%

Debt Service Year Ending	Taxable Value	Growth %	Revenues					Bond Issues			School Loan Revolving Fund ("SLRF")					
			Taxable Value	PPT Reimbursement Value	PPT Millage Rate	Non PPT Millage Rate	Total Millage Rate	Tax Collections	PPT Reimbursements	Total Revenues	PPT Bond Payments [1]	Non PPT Bond Payments [2]	Total Bond Payments	Assumed Interest Rate*	Borrowing (Repayment)	Interest Expense
2019	1,403,828,573	5.39%	25,159,792	6.37	2.13	8.50	\$11,932,543	\$160,268	\$12,092,811	\$5,525,350	\$1,852,131	\$7,377,481	3.11836%	(\$4,715,330)	\$755,788	\$24,236,725
2020	1,467,217,107	4.44%	25,159,792	6.37	2.13	8.50	12,471,345	160,268	12,631,613	5,525,650	1,852,131	7,377,781	3.11836%	(5,253,832)	632,316	20,277,183
2021	1,532,214,825	4.43%	25,159,792	5.49	3.01	8.50	13,023,826	138,127	13,161,953	7,650,850	4,204,131	11,854,981	3.11836%	(1,306,972)	488,200	15,655,667
2022	1,600,091,942	4.43%	25,159,792	5.80	2.70	8.50	13,600,782	145,927	13,746,709	6,928,300	3,231,031	10,159,331	3.11836%	(3,587,378)	462,668	14,836,895
2023	1,670,976,015	4.43%	25,159,792	6.46	2.04	8.50	14,203,296	162,532	14,365,828	7,737,138	2,440,731	10,177,869	3.11836%	(4,187,959)	365,228	11,712,185
2024	1,745,000,252	4.43%	25,159,792	6.13	2.37	8.50	14,832,502	154,230	14,986,732	7,345,063	2,831,731	10,176,794	3.11836%	(4,809,938)	246,022	7,889,454
2025	1,822,303,763	4.43%	25,159,792	5.20	2.20	7.40	13,480,528	130,831	13,611,359	7,157,888	3,024,231	10,182,119	3.11836%	(3,429,240)	103,702	3,325,538
2026	1,876,972,876	3.00%	25,159,792	2.37	2.13	4.50	8,446,378	59,629	8,506,007	4,188,213	3,750,831	7,939,044				
2027	1,933,282,062	3.00%	25,159,792	2.11	2.01	4.12	7,965,122	53,087	8,018,209	4,140,338	3,877,031	8,017,369				
2028	1,991,280,524	3.00%	25,159,792	-	4.02	4.02	8,004,948	-	8,004,948	-	8,012,431	8,012,431				
2029	2,051,018,940	3.00%	25,159,792	-	3.91	3.91	8,019,484	-	8,019,484	-	8,010,931	8,010,931				
2030	2,112,549,508	3.00%	25,159,792	-	3.79	3.79	8,006,563	-	8,006,563	-	8,013,131	8,013,131				
2031	2,175,925,993	3.00%	25,159,792	-	3.68	3.68	8,007,408	-	8,007,408	-	8,012,331	8,012,331				
2032	2,241,203,773	3.00%	25,159,792	-	3.58	3.58	8,023,510	-	8,023,510	-	8,015,806	8,015,806				
2033	2,308,439,886	3.00%	25,159,792	-	0.89	0.89	2,054,511	-	2,054,511	-	2,056,641	2,056,641				
2034																
Totals				46.30	40.59	86.89	\$152,072,746	\$1,164,899	\$153,237,645	\$56,198,790	\$69,185,250	\$125,384,040			\$3,053,924	\$24,236,725

*SLRF interest rate as of 6/2/20.

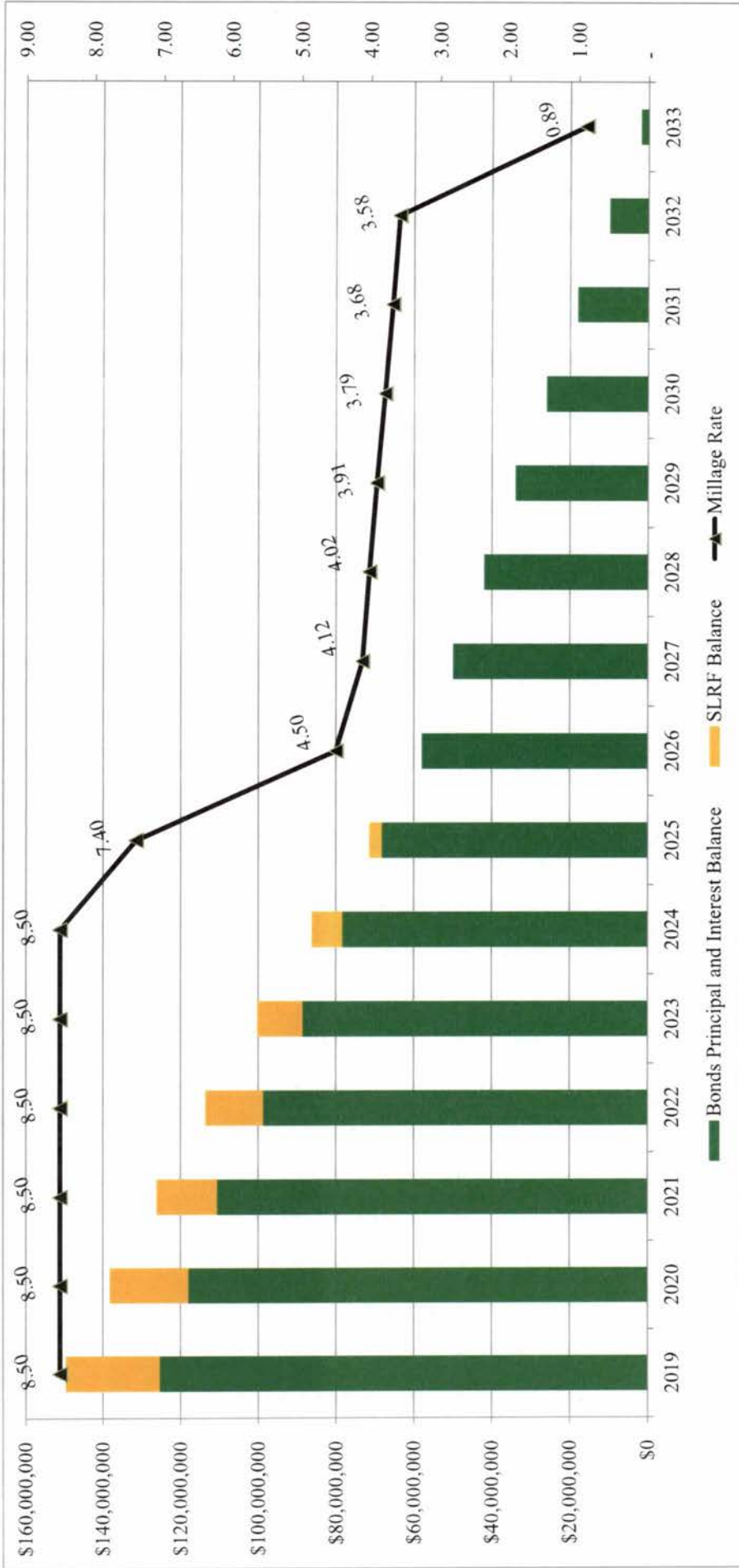
[1] Bonds approved after 1/1/13 are not subject to PPT reimbursement.

[2] Bonds approved before 1/1/13 are subject to PPT reimbursement.

(Subject to the attached letter dated June 2, 2020)

**DEXTER COMMUNITY SCHOOLS
COUNTIES OF WASHTENAW AND LIVINGSTON, STATE OF MICHIGAN**

REQUIRED 2020 ESTIMATED MILLAGE STUDY - CHART FORMAT



(Subject to the attached letter dated June 2, 2020)

**FIRST AMENDMENT TO AGREEMENT FOR
THE SALE AND PURCHASE OF REAL ESTATE**

This FIRST AMENDMENT TO AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE ADDENDUM (“Addendum”) is made on July ___, 2020, by and between Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan, a Michigan general powers school district, whose address is 2704 Baker Rd, Dexter, Michigan 48130 (the “Seller” or the “District”), and The Encore Musical Theater Company, a Michigan nonprofit corporation, whose address is 3126 Broad Street, Suite A, Dexter, Michigan 48130 (the “Purchaser”)

WHEREAS, Purchaser and Seller did previously execute that certain AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE dated February 11, 2020 (“Agreement”), between the District and the Purchaser.

WHEREAS, the parties desire to amend the Agreement, all as contained in this Amendment.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Recital above referenced are acknowledged to be true, correct and complete and are incorporated herein by reference. All capitalized terms used herein which are not otherwise defined shall have the meanings given them in the Agreement.

2. Exhibit A of the Agreement is hereby deleted and replaced in its entirety with the attached Exhibit A, which is incorporated herein by reference and now includes an additional parcel of land that was unintentionally omitted in the original Agreement and which now describes the Property for all purposes.

3. Exhibit B of the Agreement, same being a copy of the land contract pursuant to which Purchaser is to acquire the Property, is hereby deleted and replaced in its entirety with the attached Exhibit B, which is incorporated herein by reference. Purchaser and Seller each acknowledge the revised land contract attached hereto as Exhibit B modifies and amends the dates and amounts on which the Purchase is to pay the Purchase Price as well as contains other terms, all of which are hereby expressly approved by Purchaser and Seller.

4. At Closing, Seller shall assign to Purchaser, and Purchaser shall assume and thereafter fully perform, all of the Seller's obligations under that certain lease between Seller, as landlord and Dexter Senior Citizens, Inc, as tenant, dated January 1, 1996.

5. The “Closing” shall be on such date mutually agreed to by Purchaser and Seller, but in no event later than July 10, 2020 (the “Closing Date”).

6. The Purchaser acknowledges that it has been provided opportunity to conduct due diligence on the Property and that the Inspection Period has expired and that No Rescission Notice was provided to the District.

7. The Purchase acknowledges that it has reviewed the Title Commitment and that there was no Title Objection Notice provided to the District and that the Title Objection Response Period has expired.

8. Except as expressly amended by this Addendum, the terms and conditions of the Agreement remain in full force and effect. The Seller and the Purchaser have executed this Addendum as of the day and year written above.

SELLER:

DEXTER COMMUNITY SCHOOLS,
COUNTIES OF WASHTENAW AND
LIVINGSTON, STATE OF MICHIGAN,
a Michigan general powers school district

By _____
Print Name: Christopher Timmis
Title: Superintendent

Dated: _____

PURCHASER:

THE ENCORE MUSICAL THEATER
COMPANY,
a Michigan nonprofit corporation,

By _____
Print Name: Y. Jamie Mistry
Title: President

Dated: _____

EXHIBIT A

THE PROPERTY

Land situated in the City of Dexter in the County of Washtenaw
in the State of Michigan

PARCEL 1: Lots 7, 8 & 9, also beginning at the Northwest corner
of Lot 6, thence North 65 degrees East 99 feet to the Northeast
corner of Lot 6, thence South 25 degrees East 99 feet in the
Easterly line of Lot 6, thence South 65 degrees West 99 feet to
the Westerly line of Lot 6, thence North 25 degrees West 99 feet
to the place of beginning, Block 27 Original Plat.

PARCEL 2: Lots Number Three (3) and Four (4) in block
number twenty-seven (27) according to the recorded plat of
the Village of Dexter, County of Washtenaw and State of
Michigan

Address: 7714 Ann Arbor Street & Edison Street, Dexter, MI
48130

Tax Id Number(s): 08-08-06-178-007 08-08-06-178-005

EXHIBIT B

THE LAND CONTRACT

LAND CONTRACT

THIS LAND CONTRACT (the "Contract") is made as of July 9, 2020 (the "Effective Date") between Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan, a Michigan general powers school district, whose address is 2704 Baker Road, Dexter, Michigan 48130 (the "Seller" or the "District"), and The Encore Musical Theater Company, a Michigan nonprofit corporation, whose address is 3126 Broad Street, Suite A, Dexter, Michigan 48130 (the "Purchaser").

RECITALS:

The Seller is the owner of all of that certain real property located in the City of Dexter, Washtenaw County, Michigan, commonly known as 7714 Ann Arbor Street, Dexter, Michigan 48130 and more particularly described on Exhibit 1 attached hereto (the "Property");

The Seller and Purchaser have entered into that certain Agreement for the Sale and Purchase of Real Estate dated as of February 11, 2020, as amended (the "Purchase Agreement"), which is hereby incorporated by reference; and

To give further effect to the Purchase Agreement, the Seller desires to sell, and the Purchaser desires to purchase the Property pursuant to this Contract.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein and in the Sales Agreement, the parties hereto agree as follows:

1. Sale and Purchase of Property. The Seller agrees to sell and convey to the Purchaser the Property, together with all (a) easements, rights, hereditaments and appurtenances thereto, including, without limitation, mineral rights, (b) all improvements on the Property, if any, and (c) all of the Seller's right, title and interest in and to all public ways adjoining the Property. The Purchaser agrees to purchase the Property pursuant to the terms and conditions hereinafter set forth.
 - a) Purchase Price. The purchase price for the Property is One Million Seventy Thousand and 00/100 Dollars (\$1,070,000.00) (the "Purchase Price"). The Purchaser shall pay to Seller the One Million Seventy Thousand and 00/100 Dollars (\$1,070,000.00) balance (the "Balance") of the Purchase Price as follows: (i) on the fifteenth day following the Effective Date, the sum of Fifty Thousand 00/100 Dollars (\$50,000.00), (ii) on January 15, 2021, the sum of Fifty Thousand 00/100 Dollars (\$50,000.00) and (iii) on or before January 15, 2022 the sum as of Nine Hundred Seventy Thousand 00/100 (\$970,000.00) or such lesser sum as may be due after taking into consideration all other principal payments made by Purchaser which have been applied by Seller to the Purchase Price.

- b) Purchaser shall not be obligated to pay interest on the unpaid Purchase Price unless Purchaser is otherwise in default hereunder, it being agreed that in the event Purchaser shall default hereunder, interest shall accrue on the entire unpaid Balance commencing on the date of such default and continuing until the entire unpaid Balance is paid in full, at the rate set forth in 12(c) below, which interest shall be in addition to all other remedies which are available to Seller hereunder, at law or in equity. Except as provided herein, Purchaser shall not be obligated to make monthly or other interim installment payments of the Balance during the term hereof. The term of this Contract (the "Contract Term") shall commence as of the date hereof and continue until January 15, 2022 same being the date upon which the Balance is due, unless accelerated as otherwise provided herein.
2. Prepayment. The Purchaser may, but shall have no obligation to, prepay all or any portion of the Balance at any time prior to the expiration of the Contract Term, without penalty or premium. Any such partial payments by Purchaser shall be applied to the last payments due from Purchaser hereunder.
3. Form of Payment. The Purchaser shall make all payments due hereunder to the Seller in the form of a cashier's or certified check, or by wire transfer in accordance with written instructions provided by the Seller to the Purchaser prior to the date upon which any such payment is due hereunder.
4. Title Insurance. The Purchaser acknowledges that it has examined, or has caused to be examined by an attorney licensed to practice law in the State of Michigan, a commitment for a land contract vendee's policy of title insurance for the Property being Commitment No. C000122812 dated 6/1/20 and the Purchaser agrees to accept as marketable the title disclosed thereby (the "Title Commitment"), subject to the Permitted Exceptions (as defined in the Purchase Agreement). At Closing, the Seller shall deliver to the Purchaser, at the Seller's sole cost and expense, a policy of title insurance on the Property issued pursuant to the Title Commitment. The Seller shall not be obligated to furnish any evidence of title to the Property for any period thereafter.
5. Conveyance of Property. Upon execution of this Contract, the Seller shall execute and deliver to Amrock, Inc., as escrow agent (the "Escrow Agent") a quit claim deed conveying title to the Property to the Purchaser in the form attached hereto as Exhibit 2, free from all other encumbrances other than the Permitted Exceptions and such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or the Seller's employees, contractors, agents, successors or assigns. Upon execution of this Contract, the Seller and the Purchaser agree to execute an escrow agreement with the Escrow Agent for deposit of such deed in the form attached hereto as Exhibit 3. Upon receiving payment in full of the Balance and all other sums due from Purchaser to Seller hereunder, the Seller shall direct the Escrow Agent to record such deed in the records of the county in which the Property is located. The Seller is responsible for any real estate transfer taxes then due by reason of the transfer of the Property evidenced by such Deed computed as of the Effective Date.

6. Real Estate Transfer Valuation Affidavit. To evidence any transfer tax payable upon delivery of any quit claim deed to the Property required by the foregoing Section by a Real Estate Transfer Valuation Affidavit in the form required by Act 134 of the Michigan Public Acts of 1966 and Act 330 of the Michigan Public Acts of 1993, as amended, and to cause the same to be filed with the appropriate governmental officials. Accordingly, any such quit claim deed shall not set forth the amount of consideration relating thereto.
7. Memorandum of Land Contract. Upon execution of this Contract, the Purchaser shall be entitled to record a memorandum of land contract in the form attached hereto as Exhibit 4 for the purpose of placing evidence of Purchaser's land contract vendee interest in the Property on public record.
8. Covenants of Seller; Breach.
 - a) The Seller covenants and agrees not to encumber the Property in any way, including, without limitation, by mortgage or any other type of lien, during the term of this Land Contract. If the Seller's interest in the Property be that of a land contract vendee and is now, or hereafter becomes, encumbered by a mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser upon reasonable request.
 - b) The Seller acknowledges and agrees that any breach of the covenants of the Seller contained in the foregoing subsection shall constitute a material breach of this Contract and that damages would be an inadequate remedy in the event of any such breach. Accordingly, the Seller agrees that the Purchaser shall be entitled to the remedy of specific performance in the event of any such breach and hereby consents to, and waives any rights to contest, the imposition of any injunction by a court of competent jurisdiction requested by the Purchaser to enforce specific performance of such covenants.
9. Condition of Property. Pursuant to Section 3.C. of the Purchase Agreement, the Purchaser acknowledges that the Seller makes no warranty of any kind with respect to the condition of the Property or its suitability for any particular purpose, including, without limitation, the environmental condition of the Property and its compliance with any federal, state or local law or regulation pertaining to the condition or use of the Property. The Purchaser represents and warrants to the Seller that the Purchaser has made all investigations of the Property that the Purchaser has deemed necessary in the Purchaser's sole discretion to determine the Property's condition and suitability for the Purchaser's intended use thereof. The Purchaser agrees to accept the Property in its "as is" condition, without warranty or recourse.
10. Covenants of Purchaser. Purchaser covenants and agrees to:
 - a) use, maintain and occupy the Property in accordance with any and all restrictions thereon;

- b) keep the Property in accordance with all police, sanitary and other regulations imposed by any governmental authority;
- c) keep and maintain the Property in as good condition as it is at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Property or any improvement thereon, without the written consent of the Seller, which consent shall not be unreasonably withheld or delayed;
- d) Assume and fully perform all obligation of the Seller, as landlord, under that certain space lease with Dexter Senior Citizens, Inc., a Michigan non-profit corporation, dated January 1, 1996, as amended on October 17, 2019 (the "Lease") and not to further amend or modify such Lease during the Term without the prior written consent of Seller in each circumstance. In the event of a termination or forfeiture of Purchasers interest in the Property due to Purchasers default hereunder, Seller may, but shall not be obligated to, assume said Lease and in the absence of such express written assumption, such Lease shall be terminated upon the termination of Purchases interest in the Property,
- e) Purchaser shall pay when due all taxes, assessments and other charges which are now or shall hereafter be a lien against the Property or any part thereof; provided, however, that Purchaser shall not be required to pay any such tax, assessment or governmental charge so long as Purchaser in good faith contests the validity thereof and provides for the payment of such tax, assessment or governmental charge in a manner satisfactory to Seller.
- f) Purchaser shall, during the term hereof, maintain at Purchaser's sole expense, with licensed insurers reasonably approved by Seller, the following policies of insurance in form and substance reasonably satisfactory to Seller:
 - i. Property Insurance. A Builders All Risk/Special Form Completed Value (Non-Reporting Form) Hazard Insurance policy, including without limitation, theft coverage, terrorism coverage and such other coverages and endorsements as Purchaser may require, insuring Seller against damage to the Property and Improvements in an amount not less than 100% of the full replacement cost of the Property at the time of completion of the Improvements.
 - ii. Liability Insurance. A policy of Commercial General Liability insurance on an occurrence basis, with coverages and limits as reasonably required by Seller, insuring against liability for injury and/or death to any Person and/or damage to any property occurring on the Property and/or in the Improvements. During the period of any construction, Purchaser may cause its contractors and/or subcontractors to maintain in full force and effect any or all

of the liability insurance required hereunder. Seller may require that Seller be named as an additional insured on any such policy. Whether Purchaser employs a general contractor or performs the construction of the Improvements as owner-builder, Seller may require that coverage include statutory workers' compensation insurance.

- iii. Other Coverage. Purchaser shall provide to Seller evidence of such other reasonable insurance in such reasonable amounts as Seller may from time to time request against such other insurable hazards which at the time are commonly insured against for property similar to the subject Property located in or around the region in which the subject Property is located. Such coverage requirements may include but are not limited to coverage for earthquake, acts of terrorism, mold, business income, delayed business income, rental loss, professional liability, sink hold, soft costs, tenant improvements or environmental.
- iv. General. Purchaser shall provide to Seller insurance certificates or other evidence of coverage in form acceptable to Seller, with coverage amounts, deductibles, limits and retentions as required by Seller. All insurance policies shall provide that the coverage shall not be cancelable or materially changed without ten (10) days prior written notice to Seller of any cancellation for nonpayment of premiums, and no less than thirty (30) days prior written notice to Seller of any other cancellation or modification (including a reduction in coverage). Seller shall be named under a Lender's Loss Payable Endorsement or a Standard Mortgagee Clause Endorsement (in form acceptable to Seller) on all insurance policies which Purchaser actually maintains with respect to the Property. All insurance policies shall be issued and maintained by insurances approved to do business in the state in which the Property is located and must have an A.M. Best Company financial rating and policyholder surplus acceptable to Seller.

11. Environmental Compliance. The Purchaser hereby agrees that:

- a) The Purchaser shall, at the Purchaser's sole cost and expense at all times during the Contract Term, comply in all respects with the Relevant Environmental Laws (as defined below) in its use and operation of the Property, and in its storage or use of any Hazardous Substances.
- b) The Purchaser shall notify the Seller promptly and in reasonable detail in the event that the Purchaser becomes aware of or suspects (i) the presence of any Hazardous Substance on the Property (other than any Permitted Hazardous Substance), (ii) the presence of Asbestos on the Property, or (iii) a violation of the Relevant Environmental Laws on the Property.

- c) If the Purchaser uses or permits the Property to be used so as to subject the Purchaser, the Seller or any occupant of the Property to a claim of violation of the Relevant Environmental Laws (unless contested in good faith by appropriate proceedings), the Purchaser shall immediately cease or cause cessation of such use or operations and shall remedy and fully cure any conditions arising therefrom, at its sole cost and expense.
- d) At the Purchaser's sole cost and expense, the Purchaser shall keep the Property free of any liens imposed pursuant to the Relevant Environmental Laws by reason of acts or omissions of the Purchaser, its employees, officers, directors, contractors, agents, customers, guests and invitees.
- e) The Purchaser shall indemnify, save and hold the Seller harmless from and against any claim, liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any violation of the covenants of the Purchaser contained in this Section, or out of any violation of the Relevant Environmental Laws by the Purchaser, its owners, employees, agents, contractors, customers, guests and invitees, which indemnity obligation shall survive the expiration or termination of this Contract.
- f) In the event that the Purchaser fails to comply with the any of the foregoing requirements of this Section, after the expiration of the cure period permitted under the Relevant Environmental Laws, if any, the Seller may, but shall not be obligated to, exercise its right to do one or more of the following: (i) elect that such failure constitutes an Event of Default; and (ii) take any and all actions, at the Purchaser's sole cost and expense, that the Seller deems necessary or desirable to cure any such noncompliance. Any costs incurred by the Seller pursuant to this subsection shall be added to the Balance upon written notice of any such cost from the Seller to the Purchaser.

Capitalized terms used in this Section and not otherwise defined herein shall have the following meanings:

“Asbestos” means that term as it is defined under the Relevant Environmental Laws, and shall include, without limitation, asbestos fibers and friable asbestos, as such terms are defined under the Relevant Environmental Laws.

“Hazardous Substance” means any of the following as defined by the Relevant Environmental Laws: solid wastes; medical or nuclear waste or materials; toxic or hazardous substances, petroleum products or derivatives, wastes, or contaminants (including, without limitation, polychlorinated biphenyls (“PCBs”), paint containing lead, and urea-formaldehyde foam insulation; and discharges of sewage or effluent.

“Relevant Environmental Laws” means all applicable federal, state and local laws, rules, regulations, orders, judicial determinations, and decisions or determinations by any judicial, legislative or executive body of any governmental or quasi-governmental entity, as they may be amended from time to time, whether presently existing or

hereinafter enacted, adopted or ordered with respect to: (a) the existence on, discharge from or to, or removal from all or any portion of the Property of any Hazardous Substance; and (b) the effects on the environment of all or any portion of the Property, or of any activity now, previously, or hereafter conducted on the Property.

“Permitted Hazardous Substance” means any Hazardous Substance which is lawful, necessary and commercially reasonable for the provision of any good or service related to the use of the Property by the Purchaser.

12. Possession.

- a) Subject to section 10(d) herein, the Purchaser shall have the right to possession of the Property from and after the date hereof and be entitled to retain possession of the Property only so long as there is no default on the Purchaser’s part in carrying out the Purchaser’s duties and obligations hereunder.

- b) Except for interior, non-structural cosmetic alterations consisting of painting and the like, Purchaser shall not make any alterations or additions to, or remove, any portions of the improvements located on the Property without obtaining in each instance the prior written approval of the Seller. If Purchaser shall seek Seller’s consent to any proposed alterations and/or improvements (the “Work”), Purchaser shall prepare and submit to Seller detailed drawings describing the Work to be performed, a not to exceed budget for such Work, the name and contact information of the contractors proposed to be engaged to perform the Work and a time line for the performance of the Work. Sellers approval of the Work shall not be unreasonably withheld but Seller shall be entitle to condition any approval to the Work on the delivery to it of such insurance, performance bonds and other conditions as Seller may require including the delivery of such additional security as Seller may determine necessary to assure the timely completion of the Work in a lien free manner. Once approved by Seller, Purchaser shall not alter the plans for the Work nor any of the supporting materials submitted to Seller in connection with its review of the Work without Sellers prior written approval. All contracts entered into by Purchaser for the Work approved by Seller shall affirmatively state that Seller has no liability under such contracts and any liens arising from the Work shall only bind and attach to the land contract purchasers interest of Purchaser in the Property and shall not attach to the Sellers reserved fee interest in the Property. In all events, Purchaser shall cause all Work to be performed in accordance with all applicable laws rules and regulations applicable to same and other wise in a lien free and good workmanlike manner. Purchaser shall indemnify defend and hold Seller harmless from and against any and all liability costs and or expenses (including actual attorney fees) incurred by Seller resulting from any Work or other activities on the Property.

- c) Interest on Overdue Amounts. If the Purchaser shall fail to make any payment to the Seller required under this land contract within ten (10) days after receipt

of notice from the Seller of such failure, the Seller shall have the right to charge the Purchaser interest on all past due amounts from the due date and at the lesser of eleven percent (11%) per annum or the maximum per annum rate then permitted by applicable law.

13. Events of Default. In the event the Purchaser shall fail either to (i) make any payment due under this Contract on the date when due, or (ii) perform any non-monetary obligation to be performed hereunder for a period of thirty (30) days after receiving written notice of such default from the Seller (provided that if such default is such that it cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for so long as the Purchaser is diligently and continually pursuing a cure thereof) (each an "Event of Default"), the Purchaser shall be in default under this Contract.
14. Remedies. Upon the occurrence of an Event of Default, the Seller shall have the right to exercise any one or more of the following remedies, which shall be cumulative to the extent permitted by law:
 - a) specifically enforce this Contract;
 - b) forfeit this Contract pursuant to summary proceedings provided in the State of Michigan and retain all amounts then paid hereunder; provided, however, that the Seller shall give the Purchaser notice of the Seller's intent to forfeit this Contract not less than thirty (30) days prior to serving a notice of forfeiture upon the Purchaser;
 - c) foreclose the Purchaser's interest in the Property pursuant to Chapter 31 of the Michigan Revised Judicature Act of 1961, as amended, which foreclosure shall be deemed to include acceleration of the entire principal balance and accrued interest then due hereunder;
 - d) declare the entire principal balance and accrued interest thereon immediately due and payable by giving the Purchaser written notice thereof; or
 - e) after giving written notice to the Purchaser, collect all rent, income and other profits from the Property and apply the same to amounts due from the Purchaser hereunder.

Upon the exercise of any of such remedies, the Seller may treat the Purchaser as a tenant of the Property, holding over without permission, take immediate possession of the Property, remove and put out the Purchaser by any summary proceeding available therefor, and retain all improvements made by the Purchaser to the Property. The Purchaser shall reimburse the Seller, upon demand for any and all costs, expenses and charges incurred by the Seller by reason of the occurrence of an Event of Default, including, without limitation, reasonable attorneys' fees and expenses.

15. Assignability. The Purchaser may not either (i) assign this Contract, or (ii) enter into a land contract to sell the Property to a third party, without the Seller's prior written consent, which may be withheld, granted, or conditioned in Seller's sole discretion.
16. Notices. All notices required under this Contract shall be effective only if in writing and shall be either personally served or sent by certified or registered mail with postage prepaid, return receipt requested, or by reputable overnight delivery service that provides a receipt upon delivery to the appropriate party at its address as set forth in the introductory paragraph of this Contract. Notice given by certified and/or registered mail shall be deemed effective four (4) business days after deposit in the United States Mail. Notice given in person or by overnight delivery service shall be effective upon first attempted delivery. Either party hereto may change such address by giving notice of such change to the other as provided in this Section.
17. Amendments. This Contract may not be modified except by written instrument executed by the Seller and the Purchaser.
18. Applicable Law. This Contract shall be applied, construed and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of laws principles.
19. Binding Effect. This Contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted successor and assigns.
20. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.

The Seller and the Purchaser have executed this Contract as of the day and year first above written.

SELLER:

DEXTER COMMUNITY SCHOOLS,
a Michigan general powers school district

By _____

Print Name: Christopher Timmis

Title: Superintendent

Dated: _____

SIGNATURE PAGE TO LAND CONTRACT BY AND BETWEEN DEXTER COMMUNITY
SCHOOLS AND THE ENCORE MUSICAL THEATER COMPANY

PURCHASER:

THE ENCORE MUSICAL THEATER
COMPANY,
a Michigan nonprofit corporation,

By _____

Print Name: Y. Jamie Mistry

Title: President

Dated: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY

Land situated in the City of Dexter in the County of Washtenaw in the State of Michigan

PARCEL 1: Lots 7, 8 & 9, also beginning at the Northwest corner of Lot 6, thence North 65 degrees East 99 feet to the Northeast corner of Lot 6, thence South 25 degrees East 99 feet in the Easterly line of Lot 6, thence South 65 degrees West 99 feet to the Westerly line of Lot 6, thence North 25 degrees West 99 feet to the place of beginning, Block 27 Original Plat.

PARCEL 2: Lots Number Three (3) and Four (4) in block number twenty-seven (27) according to the recorded plat of the Village of Dexter, County of Washtenaw and State of Michigan

Address: 7714 Ann Arbor Street & Edison Street, Dexter, MI 48130

Tax Id Number(s): 08-08-06-178-007 and 08-08-06-178-005

EXHIBIT 2

FORM OF QUIT CLAIM DEED

QUIT CLAIM DEED

For the consideration set forth in the Real Estate Transfer Tax Valuation Affidavit filed with this Deed and other good and valuable consideration, DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district, whose address is 2704 Baker Road, Dexter, Michigan 48130 (the “Grantor”), hereby does quit claim to THE ENCORE MUSICAL THEATER COMPANY, a Michigan nonprofit corporation, whose address is 3126 Broad Street, Suite A, Dexter, Michigan 48130 (the “Grantee”), all of Grantor’s right title and interest, if any, in and to the real property located in the City of Dexter, Washtenaw County, Michigan, particularly described as:

PARCEL 1: Lots 7, 8 & 9, also beginning at the Northwest corner of Lot 6, thence North 65 degrees East 99 feet to the Northeast corner of Lot 6, thence South 25 degrees East 99 feet in the Easterly line of Lot 6, thence South 65 degrees West 99 feet to the Westerly line of Lot 6, thence North 25 degrees West 99 feet to the place of beginning, Block 27 Original Plat.

PARCEL 2: Lots Number Three (3) and Four (4) in block number twenty-seven (27) according to the recorded plat of the Village of Dexter, County of Washtenaw and State of Michigan

Address: 7714 Ann Arbor Street & Edison Street, Dexter, MI 48130

Tax Id Number(s): 08-08-06-178-007 and 08-08-06-178-005

subject to (i) the lien of property taxes not yet due and payable as of the date of Grantor’s signature, (ii) any encumbrances arising by reason of any act or omission of any person or entity other than Grantor or Grantors employees, agents and contractors, accruing on or after July __, 2020, same being the date of a certain land contract between Grantor and Grantee pursuant to and in full satisfaction of which this deed is given and (iii) those exceptions and conditions of title identified on Exhibit A attached hereto and incorporated herein by reference.

The Grantor grants to the Grantee the right to make all available division(s) under Section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended.

Exempt from transfer taxes pursuant to MCL Section 207.505(h)(i) and MCL 207.526(h)(i).

[SIGNATURES ON FOLLOWING PAGE]

Dated as of _____, 20__

DEXTER COMMUNITY SCHOOLS,
a Michigan general powers school district

By _____
Print Name: _____
Title: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me the ____ day of _____, 20__, by _____, on behalf of DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district.

Notary Public
_____ County, Michigan
My Commission Expires: _____

Drafted By:

Joseph M. Fazio, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
101 N. Main Street, 7th Floor
Ann Arbor, Michigan 48104

Tax Parcel Nos.:
08-08-06-178-007 and 08-08-06-178-005
Recording Fee: \$ _____.00
Tax Certificate Fee: \$ _____.00

When recorded return to: Grantee
Send subsequent tax bills to: Grantee

Exhibit A to
Quit Claim Deed

Exceptions and Conditions of Title

[To be completed]



DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION

Bates School, 2704 Baker Road, Dexter, Michigan 48130
(734) 424-4100 fax (734) 424-4111
www.dexterschools.org

To: The Sun Times News

7-6-20

The Board of Education approved a new contract with Superintendent Timmis at our board meeting on June 29th.

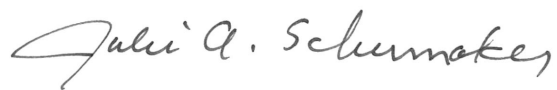
We have been very fortunate to have Dr. Timmis lead our district for the last 7 years. He is a visionary leader who is recognized statewide. He has created a strong leadership team and has developed positive working relationships with teachers and all our employee groups. He has overseen the construction of two new buildings, the expansion of our athletic facilities, and the renovation of all our buildings without the district having to hire a new employee to do so. His leadership during these last several months, as the district has pivoted to virtual learning and supported families in new ways, has been outstanding.

The Board took the initiative to provide a competitive contract recognizing Dr. Timmis's value to the district and the marketplace. Dr. Timmis is regularly sought after by other districts in the state seeking a new Superintendent. He did not ask for anything different in this contract renewal other than to change wording so that his total compensation would be taken into account for his retirement calculations. Trustee Dick Lundy and I took the lead to review Dr. Timmis' compensation, and that of superintendents in our area, to ensure that his compensation was competitive. We also spoke with the DEA leadership representing teachers, and the DAA leadership representing administrators, and both groups expressed strong support to keep Dr. Timmis in Dexter.

The process for approving the Superintendent's contract followed the Board's typical process. The review of the Superintendent's contract is typically led by a few Board members or a Board committee. Contracts for any of our employees or employee groups are brought to the Board as Action Items, not as Discussion Items. This was the case in June 2016 and June 2018 when the Board approved previous contracts with the Superintendent. As is the usual process, the entire Board first saw the completed draft contract on June 25th when it was included in the board packet.

While per pupil funding for 2020-21 is unknown at this time, and we are aware that there may be potential reductions from the State, we know that Dexter Schools will weather the storm better with Dr. Timmis at the helm. New initiatives which he has created bring in excess of \$1.5 million per year to the district. This, in turn, greatly enhances our ability to improve programming opportunities for our students. Dr. Timmis has already committed to taking the lead with a reduction in pay if budget cuts are required and staff members are requested to take a reduction in wages.

Dr. Timmis is an exceptional superintendent and we have been fortunate to have him as superintendent for the last 7 years. According to the Michigan Association of School Boards (MASB), approximately 25% of superintendent positions turn over each year in Michigan. Keeping Dr. Timmis in Dexter directly benefits our students as there is a positive correlation between superintendent tenure and student achievement. With the new contract, we hope that Dr. Timmis will lead Dexter Community Schools for the next five years or longer.

A handwritten signature in cursive script that reads "Julie A. Schumaker".

Julie Schumaker
President
Dexter Community Schools Board of Education