

BOARD OF EDUCATION MEETING PACKET

November 7, 2022

7:00pm

Bates Boardroom



*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. Upon request to the Superintendent the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.

BOARD MEETING AGENDA

- | | |
|---|---|
| A. CALL TO ORDER
1. Roll Call | H. ACTION ITEMS
1. Policies – Second Reading
2. 2023 School Building and Site Bonds
3. Dexter Community Pool Scoreboard |
| B. MEETING MINUTES (10/10/2022) | |
| C. APPROVAL OF AGENDA | I. DISCUSSION ITEMS – none planned |
| D. SCHOOL PRESENTATIONS
1. SNAP | J. <u>PUBLIC PARTICIPATION</u> (up to ~15 minutes/max
3 per person) |
| E. <u>PUBLIC PARTICIPATION</u> (up to ~30
minutes/max 5 per person) | K. BOARD COMMENTS |
| F. ADMINISTRATIVE & BOARD UPDATES
1. Superintendent
2. Board President
3. Student Representatives | L. INFORMATION ITEMS - none planned |
| G. CONSENT ITEMS – none planned | M. CLOSED SESSION – none planned |
| | N. ADJOURNMENT |

CALENDAR

- *Dec. 5 – 6:00pm Community Chat - Bates Boardroom
 - *Dec. 5 – 7:00pm Board Meeting - Bates Boardroom
 - *Dec. 19 – 7:00pm Board Meeting - Bates Boardroom
 - *Feb. 27 – Board Workshop - Time & Location TBA
-

Public Participation 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.

BOARD MEETING NOTES
NOVEMBER 7, 2022

A. CALL TO ORDER

1. Roll Call.

B. MEETING MINUTES

Your packet includes meeting minutes from 10/24/2022.

- * An appropriate motion might be, "I move that the Board of Education approve the minutes from 10/24/2022 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. SCHOOL PRESENTATIONS

1. SNAP.

E. PUBLIC PARTICIPATION (full guidelines at link)

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 their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a [public comment form](#) available at the meeting entrance and on our website.

F. ADMINISTRATIVE & BOARD UPDATES

1. Superintendent
2. Board President
3. Student Representatives

G. CONSENT ITEMS - none planned

H. ACTION ITEMS

1. Policies - Second Reading.

Your packet includes draft policies 0144.1 (Compensation), 0175.1 (Board Expense Reimbursement), 0151.1 (Rescission - Business Meeting), 3109 (Curricular Animals), 3108 (Service Animals), 6700 (Fair Labor Standards Act), 7440.03 (Small Unmanned Aircraft Systems), and 2260 (Title IX Sexual Harassment). These policies were reviewed and edited by the policy committee at their meeting on October 19th, approved for first reading on October 24th, and are presented for second reading and final approval this evening.

BOARD MEETING NOTES
NOVEMBER 7, 2022

- * An appropriate motion might be, "I move that the Board of Education approve attached policies 0144.1, 0175.1, 0151.1, 3109, 3108, 6700, 7440.03 , and 2260 for second reading and final approval as presented/amended."

2. 2023 School Building and Site Bonds.

Your packet includes a sample resolution prepared by our Bond Counsel, Alan Szuma and Amanda VanDusen with Miller, Canfield, Paddock and Stone, PLC and a summary memo from CFO Sharon Raschke regarding a resolution for 2023 School Building and Site Bonds.

The 2017 Bond Proposal was approved by voters on August 8, 2017. To gain maximum benefit from the voter authorized 2017 Bond Proposal, the District planned to issue the bonds in two or more series. The first series was issued November 28, 2017 and provided \$50,605,000 principal amount. We have accomplished the first series of the planned projects.

The Business Office is requesting authorization to issue the second series of bonds authorized pursuant to the 2017 Bond Proposal. The principal amount will not exceed \$17,770,000. The funds will provide for planned infrastructure, buses, technology, and equipment for the next 3-5 years. The issue will be designated as the 2023 School Building and Site Bonds. This will conclude our authorization pursuant to the 2017 Bond Proposal.

- * An appropriate motion would be "I move that the Board of Education authorize the attached resolution authorizing the 2023 School Building and Site Bonds for financing the projects approved by voters on August 8, 2017."

3. Dexter Community Pool Scoreboard.

Your includes a recommendation memo and bid tabulation from Principal for Operations Craig McCalla regarding the Dexter Community Pool Scoreboard Bid Category 11-65. There are two motion options, depending on what the Board decides.

- * **If approving the straight bid, no alternates**, an appropriate motion might be, "I move that the Board of Education award bid category 11-65 Community Pool Scoreboard to United Sports Services for a base bid of \$54,670.00 plus a 15% contingency of \$8,200.50 for a project total of \$62,870.50."
- * **If approving the bid with alternates**, an appropriate motion might be, "I move that the Board of Education Board award bid category 11-65 Community Pool Scoreboard to United Sports Services for the base bid of \$54,670.00, with the alternate pitch upgrade to 10mm for \$4,793.00, plus a 15% contingency of \$8,919.45 for a project total of \$68,382.45."

**BOARD MEETING NOTES
NOVEMBER 7, 2022**

I. DISCUSSION - none planned

J. 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 their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a [public comment form](#) available at the meeting entrance and on our website.

K. BOARD COMMENTS

L. INFORMATION ITEMS - none

M. CLOSED SESSION - none planned

N. ADJOURNMENT

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
OCTOBER 24, 2022**

A. CALL TO ORDER – 7:00pm

1. Roll Call

Members Present: Daniel Alabré, Brian Arnold, Elise Bruderly, Mara Greatorex, Jennifer Kangas, Dick Lundy, Melanie Szawara; Student Representative Griffin Patel (7:45pm)

Members Absent: Student Representative Will O’Haver

Administrative & Supervisory Staff: Ryan Bruder, Craig McCalla, Sharon Raschke, Barb Santo, Mollie Sharrar, Brooke Stidham, Christopher Timmis, Hope Vestergaard

DEA: Jessica Baese

WWBDAMA: Davey LeBlanc

Guests: Jennifer Murray, Kristen Linn, Mel Joling, Kevin Creech, Connie Creech, Charissa Keller, Christy Vander Haagen, Jody O’Bryan, Luke Greatorex

B. MEETING MINUTES

Elise Bruderly made a motion to approve the meeting minutes from 10/10/2022 as presented. Melanie Szawara seconded the motion. **Motion Carried (unanimous).**

C. APPROVAL OF AGENDA

Melanie Szawara made a motion to approve the agenda as presented. Brian Arnold seconded the motion. **Motion Carried (unanimous).**

D. SCHOOL PRESENTATIONS

1. Principal Recognition Month.

Dr. Timmis shared a short video with messages for the principals from building students and staff and expressed his appreciation for the principals’ dedication and hard work.

2. LAUNCH.

DEEC Principal Brooke Stidham and LAUNCH teachers Mel Joling and Kristen Linn shared a presentation about the DEEC LAUNCH specials class that they are teaching this year. They explained the principles and process for the class, which meets once a week with each class. LAUNCH is a project-based approach to learning that has students collaborate through a process designed to promote critical thinking and problem-solving skills. [The video presentation has been posted online with the meeting packet.]

3. 98c Plans (Math Learning Loss).

Executive Director of Instruction Ryan Bruder shared plans to address COVID-related learning loss. In addition to current work on K-4 literacy and classroom based math intervention in grades Y5-8, the District plans to start an individual tutoring program for students in grades 5-8 to address math learning loss, utilizing highly qualified teachers and the NWEA MAP Accelerator program. Tutoring will occur three times per week in 30-minute, virtual one-on-one sessions scheduled at times that are convenient for the targeted students and their tutors. The number of teacher and student participants will

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
OCTOBER 24, 2022**

depend on the allocation amount from the state. Additional funds may be considered and utilized to provide literacy supports in the same grade levels. [The slideshow presentation has been posted online with the meeting packet.]

E. PUBLIC PARTICIPATION - none

F. ADMINISTRATIVE & BOARD UPDATES

1. Superintendent Update.

- a. Dr. Timmis noted that the German exchange starts October 27th with 15 kids from Burghausen coming to Dexter. Dexter students will go to Germany this summer.
- b. Varsity football has broken their long losing streak with a win against Chelsea that has them finishing the season 9-0; other athletic teams are finishing up their seasons.
- c. DHS Drama had their fall play last week and the Orchestra concert is October 25th.

2. Board President

- a. Mara Greatorex talked about her experiences and insights from the MASB Fall Leadership conference. She noted that Dexter has a very young board at this point and suggested the Board consider attending next year's conference as a group. It will be in Grand Rapids November 9-12, 2023.
- b. Greatorex also noted that Dexter came up just short in the Educational Foundations Rivalry match with Chelsea. Dexter raised \$47,679 and Chelsea raised \$50,072 to fund educational programming in both districts.

3. Student Representative Update.

Griffin Patel shared that the high school is pretty excited about the football team's great season and win against Chelsea, the Drama Club's presentation of the Lion, the Witch & the Wardrobe has wrapped and was a big success, and water polo just finished their season.

G. CONSENT ITEMS

- 1. Melanie Szawara made a motion that the Board of Education receive the September 2022 budget report. Elise Bruderly seconded the motion. **Motion Carried (unanimous).**

H. ACTION ITEMS

1. 2021-2022 Year-End Fund-Balance Designations.

Melanie Szawara made a motion that the Board of Education approve the 2021-2022 Fund Balance Designations for the General Fund as included in the attached recommendation from the Finance Committee. Dick Lundy seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**

2. 2022-2023 Fund Balance Classifications.

Melanie Szawara made a motion that the Board of Education authorize the fund balance classifications for the 2022-2023 fiscal year as outlined in the attached

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
OCTOBER 24, 2022**

memo. Dick Lundy supported the motion. **Roll Call Vote. Motion Carried (unanimous).**

3. Policies - First Reading.

There was one typographical correction to draft policy 6700. Melanie Szawara made a motion that the Board of Education approve attached policies 0144.1, 0175.1, 0151.1, 3109, 3108, 6700, 7440.03, and 2260 for first reading. Elise Bruderly seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**

4. Bid Package #26 - District-Wide Mechanical Equipment Replacement.

Melanie Szawara made a motion that the Board of Education approve W.J. O'Neil's base bid of \$131,404.13, and assign contracts to Granger Construction for management. Dick Lundy seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**

5. 2022 SITEWORKS Bid Package #1.

The initial motion was erroneously made to assign contracts for this item to Nagle paving. This was corrected.

Melanie Szawara made a motion that the Board of Education approve an amount not to exceed \$75,000 from remaining Series 1 bond monies to be used for professional services and general conditions funds to complete the paving project. Brian Arnold seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**

I. DISCUSSION ITEMS

1. 2021-2022 Financial Results.

The Board had the opportunity to discuss the 2021-2022 financial results compiled by the business office and ask questions of CFO Sharon Raschke.

J. PUBLIC PARTICIPATION - none

K. BOARD COMMENTS

1. Elise Bruderly discussed her MASB Conference experiences and classes. She also suggested that the Board consider attending next year's conference together.
2. Daniel Alabré noted that Field Hockey will be playing finals this week; shared that he had out-of-town guests who were impressed with the campus and athletics; praised Barb Santo and the HR Department for their great security audit; suggested that winter athletic teams consider participating in the Dexter light parade for some mid-year spirit.
3. Melanie Szawara noted that the Dexter Youth Football League and Cheerleaders had a great finish to the season.
4. Dick Lundy expressed his appreciation for Mollie Sharrar on the occasion of retirement. Mara Greatorex added her thanks.
5. Mara Greatorex mentioned she heard about another district that includes Points of Pride at every meeting and thought that was a nice idea.
6. Elise Bruderly noted that a community member came to the board chat prior to this meeting and wanted to make sure the Board considers the financial burden

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
OCTOBER 24, 2022**

of more than just athletic programs if they discuss changes **to pay-to-participate** fees.

L. INFORMATION ITEMS

1. Finance Committee Minutes 10-4-2022
2. Policy Committee Minutes 10-19-2022
3. Auditors' Letter
4. Security Audit

M. CLOSED SESSION - none

N. ADJOURNMENT

At approximately 8:42pm, President Mara Greateorex adjourned the meeting.

MINUTES/hlv

Jennifer Kangas
Secretary, Board of Education

Book	October 2022
Section	Vol. 37, No. 1 - September 2022
Title	Revised COMPENSATION
Code	second reading po0144.1
Status	
Adopted	March 17, 2003
Last Revised	June 20, 2022

REVISED BYLAW - VOL. 37, NO. 1

0144.1 - COMPENSATION

Board members shall receive not more than \$840 per calendar year up to a total of not more than fifty-two (52) meetings (including committee meetings) as compensation for their services. Partial year appointments shall be prorated for full months of service. Expenses of a Board member shall be reimbursed when incurred in the performance of the Board member's duties or in the performance of functions authorized by the Board and duly requested.

The following guidelines have been established by the Board of Education to ensure appropriate and proper reimbursement of expenses for Board members:

- A. **(x)** Expenses will be reimbursed only for activities authorized by the Board.
- B. **(x)** Reimbursement for mileage will not exceed the current rate established by the Internal Revenue Service.
- C. **(x)** Attendance at Board-approved conferences should be at the location closest to the District.
- D. **(x)** Conference registration fees, transportation, parking, mileage, lodging, and meals shall be reimbursed in accordance with policy 0175.1.
- E. **(x-)** No entertainment expenses or purchases of alcoholic beverages are reimbursable.

Reimbursement will be based on Board approved business related expenses upon submission of a properly completed employee expense reimbursement form and all detailed receipts.

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Legal	M.C.L. 380.11a, 380.1254
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Book	Policy Manual
Section	0000 Bylaws
Title	BUSINESS MEETING
Code	po0151.1
Status	Active
Adopted	January 20, 2014

0151.1 - **BUSINESS MEETING**

The Board of Education shall conduct a business meeting annually at the first regularly scheduled Board meeting in July for the purpose of making business decisions related to the operations of the next school year.

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Book	October 2022
Section	Vol. 37, No. 1 - September 2022
Title	SCHOOL BOARD BUSINESS EXPENSE PAYMENT & REIMBURSEMENT
Code	second reading po0175.1
Status	
Adopted	March 17, 2003
Last Revised	January 7, 2015

0175.1 - **SCHOOL BOARD BUSINESS EXPENSE PAYMENT & REIMBURSEMENT**

The Board of Education recognizes the value of membership and attendance at conferences and meetings at the local, County, State, and National level.

Attendance at local, County,

☒ State

☒ National

workshops and conferences is encouraged.

Each Board member is expected to report back to the Board after attending a conference at District expense.

Travel and personal expenses of spouse, children, or other guest traveling with a Board member shall be the responsibility of the Board member or of the individual. Expenses for convention functions attended as a group will be borne by the District within budgetary limits. The President of the Board will regularly receive a record of Board member attendance at conferences.

Conference registration fees, transportation, parking, mileage, lodging, and meals shall be reimbursed in accordance with administrative guideline 6550.

Expense reimbursement will be based upon Board-approved, business related expenses upon submission of a properly completed employee expense reimbursement form and all detailed receipts

Board members may use District credit or debit cards only in accordance with Board Policy 6424 and the accompanying administrative guidelines.

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Book	October 2022
Section	2000 Program
Title	TITLE IX SEXUAL HARASSMENT
Code	second reading po2260 (REVISED)
Status	

Title IX Sexual Harassment

The District prohibits unlawful sex discrimination, including harassment and retaliation, in any of its education programs or activities in accordance with Title IX of the Education Amendments of 1972 and corresponding implementing regulations.

This Policy addresses allegations of Title IX sexual harassment that occurred on or after August 14, 2020. Allegations of discrimination, harassment, or retaliation not covered by this Policy should be addressed under the District's applicable non-discrimination or anti-harassment policies. Allegations alleging both Title IX sexual harassment and other forms of unlawful discrimination and harassment (e.g., race, age, disability) that cannot be reasonably separated into two distinct complaints should be investigated under this Policy. Investigating other forms of discrimination, including harassment and retaliation, through this Policy will fulfill the District's investigation requirements under other applicable Board Policies, but nothing in this paragraph limits the District's right to determine at any time that a non-Title IX allegation should be addressed under another applicable Policy.

The Board directs the Superintendent or designee to designate one or more employees who meet the training requirements in Section M of this Policy to serve as the District's Title IX Coordinator(s). The Title IX Coordinator will designate an Investigator, Decision-Maker, and Appeals Officer, if applicable, for each Formal Complaint made under this Policy. If a Formal Complaint is made under this Policy against the Title IX Coordinator, the Board President will designate the persons who will serve as the Investigator, Decision-Maker, and Appeals Officer and will work with District administrators to ensure that all other requirements of this Policy are met.

The Investigator, Decision-Maker, Appeals Officer, and any person designated to facilitate an informal resolution process cannot be the same person on a specific matter, and the persons designated to serve in those roles may or may not be District employees. Any person serving as the Investigator, Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process must meet the training requirements in Section M of this Policy.

Inquiries about Title IX's application to a particular situation may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

A. Definitions

For purposes of this Policy, the below terms are defined as follows:

1. "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:
 - a. A District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
 - b. Unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
 - c. Sexual assault, dating violence, domestic violence, or stalking, as defined by the Violence Against Women Act, 34 USC § 12291 et. seq., and the uniform crime reporting system of the Federal Bureau of Investigation, 20 USC 1092(f)(6)(A)(v).
 - i. "Sexual assault" means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
 - ii. "Dating violence" means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
 - iii. "Domestic violence" means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or

any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Michigan.

iv. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

2. "Actual Knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.

3. "Appeals Officer" is the person designated by the District to handle appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.

4. "Complainant" is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.

5. "Consent" means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

6. "Day," unless otherwise indicated, means a day that the District's central office is open for business.

7. "Decision-Maker" is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker's conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.

8. "Education Program or Activity" means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.

9. "Formal Complaint" means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.

10. "Grievance Process" is the process by which the District handles Formal Complaints.

11. "Investigator" is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

12. "Report" means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).

13. "Respondent" is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.

14. "Supportive Measures" are non-disciplinary, non-punitive, individualized services offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

15. "Title IX Coordinator" is the person(s) designated by the District to coordinate the District's Title IX compliance. The Title IX Coordinator may not be the same person as the Appeals Officer or Decision-Maker on a specific matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an

informal resolution process on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

B. Posting Requirement

The Title IX Coordinator's contact information (name or title, office address, electronic mail address, and telephone number), along with the District's Title IX nondiscrimination statement, must be prominently posted on the District's website and in any catalogs or handbooks provided to applicants for admission or employment, students, parents/guardians, and unions or professional organizations with a collective bargaining or professional agreement with the District.

The District will provide notice of this Policy to all applicants, students, parents/guardians, employees, and unions or professional organizations with a collective bargaining or professional agreement with the District by prominently posting this Policy on its website and referencing this Policy in its handbooks, which will include the Title IX Coordinator's name or title, office address, electronic mail address, and telephone number.

C. Designation of Title IX Coordinator

The District designates the following person(s) as the Title IX Coordinator(s):

EXECUTIVE DIRECTOR OF HUMAN RESOURCES
2704 Baker Road, Dexter MI 48130
734-424-4110
hr@dexterschools.org

D. Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

Any other person who witnesses an act of sexual harassment is encouraged to report it to a District employee and may do so anonymously. No person will be retaliated against based on any report of suspected sexual harassment or retaliation.

E. General Response to Sexual Harassment

1. District's Obligation to Respond without Deliberate Indifference

Upon actual knowledge of Title IX sexual harassment, the Title IX Coordinator must respond promptly in a manner that is not deliberately indifferent. The District will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

If the Title IX Coordinator receives a report of sexual harassment and the Complainant does not file a Formal Complaint, the Title IX Coordinator must evaluate the information and determine whether to sign and file a Formal Complaint. If the Title IX Coordinator determines not to sign and file a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent.

2. Response to Report of Title IX Sexual Harassment

Upon receipt of a report of sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

3. Formal Complaint Filed

Upon the receipt of a Formal Complaint, the District must follow the Grievance Process in Section F of this Policy. A Formal Complaint may be submitted using the Title IX Sexual Harassment Formal Complaint Form.

4. Equitable Treatment

The District will treat the Complainant and Respondent equitably throughout the Grievance Process, which may include offering supportive measures as described in Subsection E(6) of this Policy.

5. Documentation and Recordkeeping

The Title IX Coordinator will document all sexual harassment reports and all incidents of sexual harassment that the Title IX Coordinator receives or personally observes.

The District will retain this documentation in accordance with applicable record retention requirements in Section N of this Policy.

6. Supportive Measures

After receiving a report of Title IX sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

The District may provide, as appropriate, non-disciplinary, non-punitive individualized services to the Complainant or Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed.

Supportive measures should be designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party.

Supportive measures are offered without charge to all parties and are designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to:

- a. District-provided counseling;
- b. Course-related adjustments, such as deadline extensions;
- c. Modifications to class or work schedules;
- d. Provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities; and
- e. No-contact orders.

All supportive measures must be kept confidential, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures.

7. Respondent Removal

a. Emergency Removal (Student)

The District may only remove a student Respondent from a District program or activity if, following an individualized safety and risk analysis, the District determines that there is an immediate threat to the physical health or safety of any student or other person arising from the sexual harassment allegations. The District must provide the Respondent with notice and an opportunity to immediately challenge the removal decision. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

b. Administrative Leave (Employee)

The District may place an employee Respondent on non-disciplinary administrative leave during the pendency of the Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

8. Law Enforcement

In appropriate circumstances, a District employee will notify law enforcement or Child Protective Services.

The District will attempt to comply with all law enforcement requests for cooperation with related law enforcement activity. In some circumstances, compliance with law enforcement requests may require the District to briefly suspend or delay its investigation. If an investigation is delayed, the District will notify the parties in writing of the delay and the reasons for the delay.

If the District's investigation is suspended or delayed, supportive measures will continue during the suspension or delay. If the law enforcement agency does not notify the District within 10 days that the District's investigation may resume, the District will notify the law enforcement agency that the District intends to promptly resume its investigation.

F. Grievance Process

1. Generally

The Grievance Process begins when a Formal Complaint is filed or when the Title IX Coordinator signs a Formal Complaint and concludes the date the parties receive the Appeals Officer's written decision or the date on which an appeal is no longer timely. The District will endeavor to complete the Grievance Process within 90-120 days, absent extenuating circumstances or delays as described below. The District will treat both the Complainant and the Respondent equitably throughout the Grievance Process.

Neither the Title IX Coordinator, the Decision-Maker, the Investigator, Appeals Officer, nor any person designated to facilitate an informal resolution process will have a conflict of interest or bias for or against Complainants or Respondents generally or for or against an individual Complainant or Respondent.

The Grievance Process requires an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.

Throughout the Grievance Process, there is a presumption that the Respondent is not responsible for the alleged conduct unless, in the determination of responsibility, the Decision-Maker finds the Respondent responsible for the alleged conduct.

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include absence of a party, party's advisor, or witness; concurrent law enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

Any disciplinary action resulting from the Grievance Process will be issued in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

After the investigation portion of the Grievance Process has concluded, the Decision-Maker will endeavor to issue a determination of responsibility within 30 days, absent extenuating circumstances.

2. Notice of Allegations

Upon receipt of a Formal Complaint, the District must provide written notice to the parties who are known at the time that includes:

- a. A copy of this Policy, which includes the District's Grievance Process, and any informal resolution process;
- b. The sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;
- c. A statement that the Respondent is presumed not responsible for the alleged conduct;
- d. A statement that a determination of responsibility is made at the Grievance Process's conclusion;
- e. A statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;
- f. A statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and
- g. If the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during the disciplinary process, a citation to that portion of the Code of Conduct. If the Code of Conduct does not address false statements by students, the notice is not required to include any reference.

If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in this notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

3. Informal Resolution

During the Grievance Process, after a Formal Complaint has been filed but before a determination of responsibility has been made, the District may offer to facilitate an informal resolution process, or either party may request the informal resolution process. A Formal Complaint must be filed to initiate the informal resolution process.

Informal resolution does not require a full investigation and may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation, or restorative justice. The Title IX Coordinator will determine the informal resolution process that will be used, including the person who will facilitate that process.

Informal resolution is not available for a Formal Complaint alleging that an employee sexually harassed a student. A party is not required to participate in an informal resolution process.

When offering informal resolution, the Title IX Coordinator must (1) provide both parties written notice of their rights in an informal resolution; and (2) obtain written, voluntary consent from both parties to enter into the informal resolution process. The written notice must contain the:

- a. Allegations;
- b. Informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
- c. Right to withdraw from informal resolution and resume the Grievance Process at any time prior to agreeing to a resolution; and
- d. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared

4. Investigation

The District has the burden of proof and the burden to gather evidence sufficient to reach a determination of responsibility.

a. Investigation Process

The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege in writing.

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory or exculpatory evidence. The Investigator cannot restrict parties from discussing the allegations under investigation, nor can the Investigator restrict parties from gathering or presenting relevant evidence.

Parties may be accompanied by an advisor of their choice, including an attorney, in any meeting or Grievance Process proceeding. If a party chooses an advisor who is not a District employee, the District is not responsible for any associated costs. The Superintendent or designee may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties (e.g., abusive, disruptive behavior or language will not be tolerated; advisor will not interrupt the investigator to ask questions of witnesses).

The Investigator must provide the date, time, location, participants, and purpose of all hearings (if any), investigative interviews, and meetings, to a party whose participation is invited or expected. Written notice must be provided a sufficient time in advance so that a party may prepare to participate.

As described in Section L of this Policy, retaliation against a person for making a complaint or participating in an investigation is prohibited.

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

Before the investigation's completion, the Investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response to the Investigator. The party's response must be considered by the Investigator before completing the final investigation report.

b. Investigation Report

The Investigator must create an investigation report that fairly summarizes relevant evidence and submit the investigation report to the Decision-Maker.

At least 10 calendar days before a determination of responsibility is issued, the Investigator must send the investigation report to each party for review and written response. Written responses to the investigation report must be submitted directly to the Decision-Maker.

The Investigator will endeavor to complete the investigation and finalize the report within 60 days.

5. Determination of Responsibility

The Decision-Maker cannot be the same person as the Title IX Coordinator, Investigator, Appeals Officer, or person designated to facilitate an informal resolution process.

Before the Decision-Maker reaches a determination of responsibility, and after the Investigator has sent the investigation report to the parties, the Decision-Maker must:

- a. Afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness; and
- b. Provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the Respondent committed the alleged misconduct, or the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If the Decision-Maker decides to exclude questions from either party as not relevant, the Decision-Maker must explain the decision to the party proposing the questions.

The Decision-Maker must issue a written determination of responsibility based on a preponderance of the evidence standard (i.e., more likely than not) simultaneously to both parties. The written determination of responsibility must include:

- a. Identification of the sexual harassment allegations;
- b. Description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
 - i. Notification to the parties;
 - ii. Party and witness interviews;
 - iii. Site visits;
 - iv. Methods used to collect evidence; and
 - v. Hearings held.
- c. Factual findings that support the determination;
- d. Conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
- e. A statement of, and rationale for, the result as to each allegation, including:
 - i. A determination of responsibility;
 - ii. Any disciplinary action taken against the Respondent (consistent with Board Policy, as applicable, and any applicable iii. codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
 - iv. Whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
 - v. Appeal rights

6. Appeals

Notice of the determination of responsibility or dismissal decision must include notice of the parties' appeal rights. Both parties may appeal a determination of responsibility or the decision to dismiss a Formal Complaint in whole or in part for the following reasons only:

- a. A procedural irregularity that affected the outcome.
- b. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.
- c. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.

An appeal must be filed with the Title IX Coordinator within 5 days of the date of the determination of responsibility or dismissal decision.

Upon receipt of an appeal, the Title IX Coordinator will assign an Appeals Officer who will provide both parties written notice of the appeal and an equal opportunity to submit a written statement in support of, or challenging, the determination or dismissal decision.

The Appeals Officer must provide a written decision describing the result of the appeal and the rationale for the result to both parties simultaneously. The Appeals Officer will endeavor to decide an appeal within 30 days.

The Appeals Officer cannot be the same person who acts as the Title IX Coordinator, Investigator, Decision-Maker, or person designated to facilitate an informal resolution process on the same matter. The Appeals Officer also cannot have a conflict of interest or bias against Complainants and Respondents generally or individually.

The determination of responsibility is final upon the date the parties receive the Appeals Officer's written decision or on the date on which an appeal is no longer timely.

G. Dismissal

1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

- a. The Formal Complaint's allegations, even if proven, would not constitute sexual harassment as defined in this Policy;
- b. The Formal Complaint's allegations did not occur in the District's programs or activities; or
- c. The Formal Complaint's allegations did not occur in the United States.

2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

- a. The Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint in whole or in part;
- b. The Respondent's enrollment or employment ends; or
- c. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination (e.g., several years have passed between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

The Title IX Coordinator will promptly and simultaneously notify both parties when a Formal Complaint is dismissed. The notice must include the reasons for mandatory or discretionary dismissal and the right to appeal. Appeal rights are discussed above in Subsection F(6) of this Policy.

Dismissal of a Formal Complaint under this Policy does not excuse or preclude the District from investigating alleged violations of other policy, rule, or law, or from issuing appropriate discipline based on the results of the investigation.

H. Consolidation of Complaints

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

I. Remedies

The District will take appropriate and effective measures to promptly remedy the effects of sexual harassment. The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appropriate remedies will be based on the circumstances and may include, but are not limited to:

1. Providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. Offering the parties school-based counseling services, as necessary;
3. Providing the parties with academic support services, such as tutoring, as necessary;
4. Rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. Moving the Complainant's or the Respondent's locker or work space;
6. Issuing a "no contact" directive between the Complainant and Respondent;
7. Providing counseling memoranda with directives or recommendations;
8. Imposing discipline consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts.

These remedies may also be available to any other student or person who is or was affected by the sexual harassment.

After a determination of responsibility, the Title IX Coordinator should consider whether broader remedies are required, which may include, but are not limited to:

1. Assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
2. Additional staff training;
3. A climate survey; or
4. Letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.
- 5.

If the Complainant or Respondent is a student with a disability, the District will convene an IEP or Section 504 Team meeting to determine if additional or different programs, services, accommodations, or supports are required to ensure that the Complainant or Respondent continues to receive a free appropriate public education. Any disciplinary action taken against a Respondent who is a student with a disability must be made in accordance with Policy 5206B and the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

J. False Statements

Any person who knowingly makes a materially false statement in bad faith in a Title IX investigation will be subject to discipline, up to and including discharge or permanent expulsion. A dismissal or determination that the Respondent did not violate this Policy is not sufficient, on its own, to conclude that a person made a materially false statement in bad faith.

K. Confidentiality

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

L. Retaliation

Retaliation (e.g., intimidation, threats, coercion) for the purpose of interfering with a person's rights under Title IX is prohibited. This prohibition applies to retaliation against any person who makes a report, files a Formal Complaint, or participates in, or refuses to participate in a Title IX proceeding. Complaints alleging retaliation may be pursued in accordance with District Policy.

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Section.

When processing a report or Formal Complaint of sexual harassment, pursuing discipline for other conduct arising out of the same facts or circumstances constitutes retaliation if done for the purpose of interfering with that person's rights under Title IX.

Any person who engages in retaliation will be disciplined in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

M. Training

All District employees must be trained on how to identify and report sexual harassment.

Any person designated as a Title IX Coordinator, Investigator, Decision-Maker, Appeals Officer, or any person who facilitates an informal resolution process must be trained on the following:

1. The definition of sexual harassment;
2. The scope of the District's education programs or activities;
3. How to conduct an investigation and the District's grievance process, including, as applicable, hearings, appeals, and informal resolution processes; and
4. How to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

Investigators must receive training on how to prepare an investigation report as outlined in Subsection F(4)(b) above, including, but not limited to, issues of relevance.

Decision-Makers and Appeals Officers must receive training on issues of evidence and questioning, including, but not limited to, when questions about a Complainant's prior sexual history or disposition are not relevant.

Any materials used to train District employees who act as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or who facilitate an informal resolution process must not rely on sex stereotypes and must promote impartial

investigations and adjudications of Formal Complaints. These training materials must be posted on the District's website.

N. Record Keeping

The District will maintain records related to reports of alleged Title IX sexual harassment for a minimum of seven years. This retention requirement applies to investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, such as supportive measures.

The District will also retain any materials used to train Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, and any person designated to facilitate an informal resolution process.

O. Office for Civil Rights

Any person who believes that he or she was the victim of sexual harassment may file a complaint with the Office for Civil Rights (OCR) at any time:

U.S. Department of Education Office for Civil Rights
1350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
Phone: (216) 522-4970
E-mail: OCR.Cleveland@ed.gov

An OCR complaint may be filed before, during, or after filing a Formal Complaint with the District. A person may forego filing a Formal Complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to sexual harassment also file a Formal Complaint with the District to ensure that the District is able to take steps to prevent any further harassment and to discipline the alleged perpetrator, if necessary. OCR does not serve as an appellate body for District decisions under this Policy. An investigation by OCR will occur separately from any District investigation.

Legal authority: Education Amendments Act of 1972, 20 USC §§1681 - 1688; 34 CFR Part 106

Date adopted:

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Book	October 2022
Section	3000 Professional Staff
Title	SERVICE ANIMALS
Code	second reading po3108
Status	Active

SERVICE ANIMALS

The District will permit a person with a disability to be accompanied by a service animal in all areas of the District's facilities where members of the public, invitees, or participants in District services, programs, or activities are permitted.

A. Definition

A "service animal" means any dog that is individually trained to perform tasks for the benefit of a person with a disability. A dog whose sole purpose is to deter crime or whose mere presence is to provide emotional support or comfort to the person with a disability is not a service animal.

Except as provided by law, other animals are not service animals for purposes of this definition. Under certain circumstances, the District will permit a person with a disability to be accompanied by a miniature horse in District facilities if the horse has been individually trained to perform tasks for the benefit of the person with a disability.

The work or tasks performed by a service animal must be directly related to the person's disability. The service animal must be trained to take a specific action when needed to assist the person with a disability. Examples of work or tasks include, but are not limited to:

- assisting blind or low vision persons with navigation and other tasks;
- alerting deaf or hard of hearing persons to the presence of people or sounds;
- providing non-violent protection or rescue work;
- pulling a wheelchair;
- assisting a person during a seizure;
- alerting persons to the presence of allergens, the onset of a seizure, or high/low blood sugar levels;
- retrieving items such as medicine or a telephone;
- providing physical support and assistance with balance and stability to persons with mobility disabilities; and
- helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

B. Admission of Service Animals

A student or employee with a disability who desires to be accompanied by a service animal at school is encouraged, but is not required, to notify the District in writing at least 10 school days or as soon as is practicable before bringing the service animal to school. The District may provide a form for this purpose.

If a student or employee desires to be accompanied by a service animal during school or work and the student or employee will not be the animal's handler, the handler must undergo a criminal history check and any other background check required for employees and volunteers by state law or Policy before being allowed to regularly access District facilities as the handler. The District will permit the person with a disability to be accompanied by a service animal in District facilities without that handler.

C. Inquiries

District officials may ask the person with a disability or the service animal's owner or handler the following questions to the extent the answers to the questions are not readily apparent:

- Is the service animal required because of a disability?
- What type of work or task has the service animal been trained to perform?

District personnel will not inquire about the nature or extent of the person's disability. District personnel also may not require documentation that the service animal is certified, trained, or licensed as a service animal, nor may District personnel require the service animal to demonstrate its task or work.

If a local ordinance or the public health department requires that dogs be vaccinated, registered, or licensed with the county or other authority, the District may require proof that a service animal meets those requirements.

D. Charges, Fees, and Liability

The District may not ask or require a person with a disability to pay the District to be accompanied by a service animal on District property. The District may charge the service animal's owner for damages to District property caused by the service animal to the extent it charges other persons for damages caused to District property.

The owner of the service animal is solely responsible and liable for any damage to District property or injury to persons caused by the animal.

E. Care and Supervision of Service Animal

The person with a disability or the service animal's handler is responsible for the care and supervision of the service animal at school, including, toileting, feeding, grooming, veterinary care, and exercising. The District is not responsible for supervising or otherwise caring for a service animal unless required by law.

F. Control of Service Animal

A service animal must be under the control of its handler at all times. A service animal must be on a harness, leash, backpack, or other tether unless the person's disability prevents the use of the device or the device interferes with the service animal's safe and effective performance of work or tasks. In this case, the person with a disability or the handler must use voice, signal, or other effective means to maintain control of the service animal.

G. Exclusion of Service Animal

The District may exclude a service animal from District property or functions if:

- the animal is out of control and the handler does not take effective action to control it;
- the animal is not housebroken;
- the animal poses a direct threat to the health or safety of others; or
- the animal's presence fundamentally alters the nature of the District's programs, services, or activities.

If District officials determine that the service animal should be excluded from District facilities for one of the above reasons, the person with a disability (or the parent/guardian of a student with a disability) will be notified of the determination, asked to remove the service animal immediately, and given an opportunity to respond to the District's concerns. If a District official determines to exclude a service animal, he or she shall notify the owner in writing and provide a copy of the District's Section 504/ADA grievance procedures. The person with a disability shall be given the opportunity to participate in the District service, program, or activity without the service animal.

H. Allergies

Allergies to pet dander and the fear of dogs are not valid reasons to exclude a service animal from District facilities. A person who has a concern about a service animal's presence in District facilities should contact the building administrator or the District's Section 504/ADA Coordinator.

I. Denial of Access and Grievance

If a District official denies a request for access of a service animal, the person with a disability or his/her parent/guardian may file a written grievance with the District's Section 504/ADA Coordinator.

Nothing in this Policy diminishes any right a person with a disability may have to be accompanied by a service animal or other assistance animal in District facilities or at District events under other federal or state laws.

J. Non-Service Animals

Animals on District property that are not service animals as defined by the ADA, such as pets or emotional support animals, are not covered by this Policy. See Policy 3109.

Legal authority: 28 CFR 35.136; MCL 287.291
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Section	3000 Professional Staff
Title	CURRICULAR ANIMALS
Code	second reading po3109
Status	Active
Adopted	

CURRICULAR ANIMALS

An animal is not allowed on District property except as provided in this Policy, Policy 3108, with the Superintendent's or designee's approval, or as otherwise required by law. Nothing in this Policy diminishes any rights a person with a disability may have to be accompanied by a service animal or other therapy animal on District property. If an animal's handler is not a student or employee, the handler must undergo a criminal history check and any other background check required for employees and volunteers by state law or Policy before being allowed to regularly access District facilities as the handler.

A. Use of Animals for Instructional Purposes

An animal that supports a District program or curriculum or that is otherwise used for instructional purposes is allowed on District property with the Superintendent's or designee's prior written permission.

It shall be the responsibility of the building's Principal or their designee to develop a plan of care for those animals housed in District buildings in the event of a school closing (i.e., snow day, breaks). Animal-specific guidelines established by the Centers for Disease Control must be followed at all times.

B. Therapy Dogs

1. Definition of Therapy Dog

A therapy dog's current vaccinations and immunizations from a licensed veterinarian, if applicable.

d. Control. A therapy dog must be under the owner's or handler's control at all times.

e. Handler. If the therapy dog's handler is a District employee, the therapy dog will not interfere with the employee's primary job responsibilities.

f. Ownership. Therapy dogs may be provided by a third party, or independently owned by a District employee. If owned by a District employee, the therapy dog must meet the standards of health described above at the owner's expense. Required training for accreditation must be at the owner's expense. The District bears no financial responsibility for the care or feeding of the therapy dog. The District is not responsible for providing any care, supervision, or assistance of the therapy dog.

g. Transportation. Animals, other than service animals, are not to be transported on school buses. It is the responsibility of the therapy dog's handler to transport the dog to and from school property.

h. Identification. The therapy dog must wear appropriate identification identifying it as a therapy dog.

i. No Disruption. The therapy dog's behavior must not disrupt the educational process.

j. Health/Safety. The therapy dog must not pose a health or safety risk to any student, employee, or other person.

k. Supervision/Care of Therapy Dogs. The owner or handler is responsible for the supervision and care of a therapy dog, including feeding, exercising, and clean up while the dog is in a District building or on District property. The District is not responsible for providing any supervision, care, or assistance for a therapy dog.

l. Authorized Area(s). The owner or handler will only allow the therapy dog to be in those areas that have been pre-authorized by the Superintendent or designee.

m. Insurance. The owner or handler must submit a copy of an insurance policy that provides liability coverage for any damage or injury caused by the therapy dog while on District property.

3. Exclusion or Removal from School

A therapy dog may be excluded from District property if the Superintendent or designee determines that:

- a. the handler does not have control of the dog;
- b. the dog is not housebroken;
- c. the dog presents a direct and immediate threat to others; or
- d. the dog's presence otherwise disrupts the educational process.

The owner or handler must remove the therapy dog from District property immediately upon such a determination.

4. Allergic Reactions

If any student or employee assigned to a classroom in which a therapy dog is permitted suffers an allergic reaction to the therapy dog, the owner or handler must remove the dog to a different location designated by the Superintendent or designee.

5. Damages to District Property and Injuries

The owner of a therapy dog is solely responsible and liable for any damage to property or injury to persons caused by the therapy animal.

C. Emotional Support Animals

An "emotional support animal" is an animal that has not been individually trained to perform a specific job or task for a person with a disability, but its presence provides comfort or emotional support to others. Emotional support animals are not "service animals" under the ADA or Board Policy.

An emotional support animal is not allowed on District property except as otherwise required by law.

Legal authority: 28 CFR 35.136

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Section	Vol. 37, No. 1 - September 2022
Title	Vol. 37, No. 1 - September 2022 Revised FAIR LABOR STANDARDS ACT (FLSA)
Code	second reading po6700
Status	
Adopted	March 6, 2006

REVISED POLICY - VOL. 37, NO. 1

6700 - FAIR LABOR STANDARDS ACT (FLSA)

It is the Board of Education's policy to comply with the provisions of the Fair Labor Standards Act (FLSA) and its implementing regulations. The Board will pay at least the minimum wage required by the FLSA to all covered, non-exempt employees. Non-exempt employees are hourly employees, or salaried employees who do not qualify for a professional, administrative, computer, or executive exemption under the FLSA. Teachers are generally exempt, even if they are paid on an hourly basis.

Non-exempt employees who work more than forty (40) hours in a given work week will receive overtime pay in accordance with the FLSA for all hours worked in excess of forty (40).

Non-exempt employees who work overtime without prior approval from the Superintendent or a supervisor may be subject to disciplinary action, up to and including termination.

The work week is established as Monday 12:01am to Monday 12:00am.

To the extent that an employee's individual contract or collective bargaining agreement provides for greater benefits than mandated by the FLSA, the contract or bargaining agreement will be honored.

Notwithstanding the fact that exempt school employees continue to meet the salary basis requirements and are not disqualified from exemption even if the employee's pay is reduced or the employee is placed on a leave without pay for absences for personal reasons or because of illness or injury of less than one (1) workday because accrued leave is not used for specific reasons, the Board reserves the right to make deductions from the pay of otherwise exempt employees under the following circumstances:

- A. the employee is absent from work for one (1) or more full days for personal reasons other than sickness or disability
- B. the employee is absent from work for one (1) or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness
- C. to offset amounts employees receive as jury or witness fees, or for military pay
- D. for unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions
- E. for penalties imposed in good faith for infractions of safety rules of major significance

The Board shall also not be required to pay the full salary in the initial or terminal week of employment, or for weeks in which an exempt employee takes unpaid leave under the Family & Medical Leave Act.

The Board recognizes that with limited legally permissible exceptions, no deductions should be taken from the salaries of exempt employees. If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to the **(x)** Business Manager, or their immediate supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made, and the Board will make a good faith commitment to avoid any recurrence of the error.

Reasonable Break Time for Nursing Mothers

As required by Federal law, the District shall take steps necessary to support staff members who decide to breastfeed their infants by providing additional unpaid reasonable break time, as necessary, for a qualified employee to express breast milk for their nursing

child, for one (1) year after the child's birth, on District premises.

Prior to returning to work from maternity leave, it shall be the employee's responsibility to notify their supervisor of their intent to continue breastfeeding their infant(s), and of their need to express milk during work hours. Further, it shall be the responsibility of the employee to keep their supervisor informed of their needs in this regard throughout the period of lactation.

The building administrator shall designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from coworkers, students, and the public shall be prevented, and one where an employee who is using this area can be shielded from view.

An employee shall be enabled to express milk during regularly scheduled break periods. The Principal or employee's supervisor shall make an accommodation if the time of regular breaks needs to be adjusted or if additional and/or longer breaks are needed. In the event that more breaks are needed or the break(s) need to be longer than legally required, the additional time required shall be unpaid, and the employee's work schedule or work day shall, therefore, be modified accordingly. The Principal or the employee's supervisor shall work with the employee to make these necessary modifications.

Notice

Information regarding the Fair Labor Standards Act may be found on the U.S. Department of Labor's website.

This policy is intended to comply with and explain the employees' rights under the Fair Labor Standards Act. To the extent there is any conflict, or the policy exceeds the statutory requirements, the statute and its implementing regulations prevail.

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Legal	29 C.F.R. Part 541
	29 U.S.C. 201 et seq.

Book	October 2022
Section	Vol. 37, No. 1 - September 2022
Title	Vol. 37, No. 1 - September 2022 Revised (Legal Code) SMALL UNMANNED AIRCRAFT SYSTEMS
Code	second reading po7440.03
Status	
Adopted	December 2, 2019

REVISED POLICY (LEGAL CODE) - VOL. 37, NO. 1

7440.03 - SMALL UNMANNED AIRCRAFT SYSTEMS

The Board prohibits the operation of small Unmanned Aircraft Systems (sUAS) at any time by any individual who is not employed by the District, as well as by any District staff member or administrator who is not expressly authorized to do so by the Superintendent, on property owned or leased or contracted for by the Board.

The Board also prohibits the operation of a sUAS (drone) on property owned or leased or contracted for by the Board during District-sponsored contests (including scrimmages and previews), practices, tournaments, and activities under the auspices of the Michigan High School Athletic Association (MHSAA). District officials may deny admission or entry to anyone attempting to use a sUAS until the event has been completed. Any exceptions to this prohibition must be approved in advance by the Superintendent.

To be authorized to operate a drone on property owned or leased or contracted for by the Board, a staff member or administrator must have a Remote Pilot Certificate issued by the Federal Aviation Administration (FAA). Further, the drone must be registered with the FAA and properly marked in accordance with 14 C.F.R. Part 107.

A staff member or administrator authorized to operate a drone on property owned or leased or contracted for by the Board, must also comply with all rules set forth in 14 C.F.R. Part 107. (See AG 7440.03)

Failure to adhere by all rules set forth in 14 C.F.R. Part 107 and AG 7440.03 may result in loss of authorization to operate a drone to operate on property owned or leased or contracted for by the Board, referral to local law enforcement, and/or further disciplinary action, up to and including termination.

86 FR 4314
14 C.F.R. Part 107

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Legal
86 FR 4314
14 C.F.R. Part 107

TO: Board of Education

FROM: Sharon Raschke, CFO

DATE: November 7, 2022

RE: Resolution for 2023 School Building and Site Bonds

The 2017 Bond Proposal was approved by voters on August 8, 2017. To gain maximum benefit from the voter authorized 2017 Bond Proposal, we planned to issue the bonds in two or more series. The first series was issued November 28, 2017 and provided \$50,605,000 principal amount. We have accomplished the first series of the planned projects.

We are requesting authorization to issue the second series of bonds authorized pursuant to the 2017 Bond Proposal. The principal amount will not exceed \$17,770,000. The funds will provide for planned infrastructure, buses, technology, and equipment for the next 3-5 years. The issue will be designated as the 2023 School Building and Site Bonds. This will conclude our authorization pursuant to the 2017 Bond Proposal.

Attached is the resolution prepared by our Bond Counsel, Alan Szuma and Amanda VanDusen with Miller, Canfield, Paddock and Stone, PLC.

An appropriate motion would be "I move that the Board of Education authorize the resolution authorizing the 2023 School Building and Site Bonds for financing the projects approved by voters on August 8, 2017."

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

**RESOLUTION AUTHORIZING
2023 SCHOOL BUILDING AND SITE BONDS
(UNLIMITED TAX GENERAL OBLIGATION)**

Minutes of a regular meeting of the Board of Education (the “Board”) of the Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan (the “School District”), held in the School District on November 7, 2022, at 7:00 p.m., prevailing Eastern time.

PRESENT: Members: _____

ABSENT: Members: _____

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

WHEREAS, at an election held on August 8, 2017, the qualified electors of the School District approved the issuance of bonds by the School District, to be issued in one or more series, in an amount not to exceed \$71,705,000 (the “2017 Bond Proposal”) for the purpose of erecting, completing, equipping and furnishing a new elementary school building; constructing additions to and remodeling, equipping, re-equipping, furnishing, re-furnishing school buildings, and other facilities, including for technology, energy conservation and security improvements and purchasing school buses; acquiring land and preparing, developing, or improving sites, including school buildings, outdoor athletic fields, athletic facilities, playfields, playgrounds and other facilities; and acquiring, installing, equipping and re-equipping school buildings and other facilities, including classrooms (the “Projects”); and

WHEREAS, under the provisions of Section 6, Article IX and Section 16, Article IX of the Michigan Constitution of 1963, the tax levies for the bonds authorized pursuant to the 2017 Bond Proposal shall be without limitation as to rate or amount; and

WHEREAS, the School District previously issued its 2017 School Building and Site and Refunding Bonds (Unlimited Tax General Obligation), dated November 28, 2017, in the original principal amount of \$70,615,000, of which \$50,605,000 of that principal amount represented the first series of bonds issued pursuant to the 2017 Bond Proposal (the “2017 New Money Bonds”); and

WHEREAS, due to prevailing market conditions at the time of the sale of the 2017 New Money Bonds, such bonds were issued with net original issue premium of \$3,329,864.75 which is counted against the total \$71,705,000 authorization pursuant to the 2017 Bond Proposal; and

WHEREAS, the Board desires to authorize the issuance of the second series of bonds authorized pursuant to the 2017 Bond Proposal in the aggregate principal amount of not to exceed Seventeen Million Seven Hundred Seventy Thousand Dollars (\$17,770,000), or such lesser amount as shall be determined by the Superintendent and the Chief Financial Officer, or either one acting alone (each an "Authorized Officer"), to pay a portion of the costs of the Projects and the costs associated with the issuance of the bonds; and

WHEREAS, the School District must either be granted qualified status within the meaning of Act 34, Public Acts of Michigan, 2001, as amended (the "Act"), or receive prior approval of the bonds from the Michigan Department of Treasury ("Treasury").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Issuance of Bonds. Bonds of the School District designated 2023 School Building and Site Bonds (Unlimited Tax General Obligation) (the "Bonds"), are hereby authorized to be issued in one or more series, with such changes to the bond name, designation or suffix as may be appropriate for each series based on the type of bonds issued, in the aggregate principal amount of not to exceed Seventeen Million Seven Hundred Seventy Thousand Dollars (\$17,770,000), or such lesser amount as shall be determined by an Authorized Officer upon sale of the Bonds, for the purpose of financing a portion of the costs of the Projects and paying the costs of issuing the Bonds.

2. Bond Details. The Bonds shall consist of bonds registered as to principal and interest of the denomination of \$5,000 or integral multiples thereof, be dated as of such date as shall be determined by an Authorized Officer at the time of sale of the Bonds and numbered as determined by the Transfer Agent (as defined below). The Bonds shall mature on May 1 in the years and in the principal amounts as determined by an Authorized Officer at the time of sale provided the final maturity of the Bonds shall not be later than thirty (30) years from the date of issue. The principal of the Bonds shall be payable at a bank or trust company selected by an Authorized Officer, as registrar and transfer agent for the Bonds (the "Transfer Agent") upon presentation and surrender of the appropriate Bond.

The Bonds shall be sold at a price not less than 98% and no more than 118% of the principal amount thereof. The Bonds may be issued as serial or term bonds or both and shall be subject to redemption prior to maturity at the times and prices determined by the Authorized Officer at the time of sale and as provided in this Resolution, and if term bonds are designated by the original purchaser of the Bonds, then such Bonds will be subject to mandatory redemption in accordance with the maturity schedule as provided in the form of notice of sale provided in paragraph 7 hereof.

Interest on the Bonds shall be paid by check drawn on the Transfer Agent, mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the School District maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment.

The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the School District to conform to market practice in the future.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York.

Unless waived by any registered owner of any Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the School District. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price; the place where Bonds called for redemption are to be surrendered for payment; and that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

3. Bond Form and Execution of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A with such changes as are authorized by the terms of this Resolution or necessary to complete the provisions hereof. The Bonds shall be signed by the manual or facsimile signatures of the President and Secretary of the Board. No Bonds shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by it to the purchaser in accordance with instructions from the Treasurer upon payment of the purchase price for the Bonds in accordance with the bond purchase agreement therefor when accepted. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

4. Debt Retirement Fund. Unless the School District establishes a Common Debt Retirement Fund as provided by law for all issues of bonds of like character of the School District, the Treasurer shall open a special depository account for the Bonds with a bank to be designated as the 2023 School Building and Site Bonds Debt Retirement Fund (the "Debt Retirement Fund"). All proceeds from taxes levied for the payment of the principal of, interest on and redemption premium, if any for the Bonds shall be deposited into the Debt Retirement Fund or the Common Debt Retirement Fund, if one is established. Once the Debt Retirement Fund is established, the moneys deposited in such fund shall be used solely for the purpose of paying the principal of, interest on and redemption premium, if any, for the Bonds. If the School District establishes a Common Debt Retirement Fund, the moneys deposited in that fund shall be used solely for the payment of the principal of, interest on and redemption premium, if any, on the Bonds and other bonds of like character of the School District payable from the Common Debt Retirement Fund. The accrued interest, if any, received upon delivery of the Bonds shall also be deposited in the appropriate debt retirement fund. Taxes required to be levied to meet the principal and interest

obligations and redemption premiums, if any, may be without limitation as to rate or amount, as provided by Article IX, Section 6 and Article IX, Section 16 of the Michigan Constitution of 1963.

5. Capital Projects Fund. There shall be established by the Treasurer a special depository account, designated the 2023 School Building and Site Bonds Projects Fund (the "Capital Projects Fund"). The amounts specified by an Authorized Officer at the time of sale of the Bonds from the net proceeds of sale of the Bonds and from any net original issue premium shall be deposited to the Capital Projects Fund to be used solely and only to pay for the costs of the Projects and the costs of issuance of the Bonds. Except for investment pending disbursement and as herein provided, the moneys in the Capital Projects Fund shall be used solely to pay the costs of the Projects and the costs of issuance of the Bonds as such costs become due and payable and, as may be necessary, to rebate arbitrage earnings, if any, to the United States Department of Treasury as required by the Internal Revenue Code of 1986, as amended (the "Code"). Any net original issue premium received on sale and delivery of the Bonds shall be deposited in the appropriate fund consistent with State and federal law, and if required by federal tax law, may be used to pay capitalized interest on the Bonds associated with the Projects or may be used to reduce the principal amount of the Bonds associated with the Projects issued. Such net original issue premium received, if any, shall be counted against the 2017 Bond Proposal authorization. Moneys remaining in the Capital Projects Fund after completion of the Projects and payment of the costs of issuance of the Bonds may be used first for any purpose permitted by the 2017 Bond Proposal, and second for any purpose permitted by law, then shall be transferred to the Debt Retirement Fund.

6. Unlimited Tax. Commencing with the fiscal year beginning July 1, 2022, it shall be the duty of the School District to levy a tax annually in an amount sufficient so that the estimated collections therefrom will be sufficient to pay promptly when due the principal of and interest becoming due on the Bonds, which tax levies shall not be subject to limitation as to rate or amount.

7. Competitive Public Sale; Notice of Sale. Based on current market conditions and upon the advice of the Municipal Advisor, the Bonds may be sold pursuant to a competitive sale. The Authorized Officer is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in the *Bond Buyer*, New York, New York, which notice of sale shall be in substantially the form attached hereto as Exhibit B. The Authorized Officer is hereby authorized on behalf of the School District to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the School District computed in accordance with the terms of the official notice of sale as published, provided that the maximum interest rate shall not exceed five and one-half percent (5.50%) per annum and the minimum interest rate shall not be less than one percent (1.00%) per annum.

8. Ratings and Bond Insurance. Each Authorized Officer is authorized to apply for bond ratings from municipal bond rating agencies if deemed appropriate and apply for and purchase a policy of municipal bond insurance, if deemed appropriate by the Municipal Advisor and Bond Counsel (both as defined below).

9. Official Statements. The President of the Board and the Authorized Officer are each hereby authorized to approve preliminary and final official statements relating to the Bonds as is deemed appropriate by the Municipal Advisor and Bond Counsel. The President of the Board

BOND RESOLUTION
2023 SCHOOL BUILDING AND SITE BONDS

or an Authorized Officer are further authorized to execute and deliver the final Official Statement relating to the Bonds on behalf of the School District and to approve, execute and deliver any amendments and supplements to the Official Statement necessary to assure that the statements therein are, and as of the time the Bonds are delivered to the Underwriter will be true, and that it does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

10. Continuing Disclosure Undertaking. The School District hereby covenants, in accordance with the provisions of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (the “SEC”), if required pursuant to the Rule, to provide or cause to be provided the information set forth in the attached Exhibit C, as such Exhibit may be revised by an Authorized Officer as required by the Rule prior to delivery of the Bonds.

11. Negotiated Sale Alternatives. Pursuant to the requirements of Act 34 and based on current market conditions, the Authorized Officer, based upon the advice of the Municipal Advisor, may sell the Bonds pursuant to a negotiated sale if it is determined that a negotiated sale of the Bonds would provide the School District with greater flexibility in structuring bond maturities and the timing of the sale of the Bonds, and would enable the School District to better market the Bonds to the advantage of the School District and its taxpayers. In the event the Bonds are sold pursuant to a negotiated sale:

(a) The Board authorizes the School District to privately place the Bonds with a qualified bank or other sophisticated institutional investor as purchaser thereof (the “Purchaser”). The Board hereby authorizes the Authorized Officer to select and retain a placement agent (the “Placement Agent”) for the purpose of placing the Bonds with the Purchaser. The Authorized Officer is individually authorized to negotiate and execute a purchase agreement with the Purchaser, and to award the sale of the Bonds to the Purchaser, subject to the parameters set forth in this Resolution, provided that, in the event that the Bonds are privately placed and if acceptable to the Purchaser, the Treasurer of the School District may act as Transfer Agent. The Purchaser will be required to furnish, prior to the delivery of the Bonds, a certificate in form satisfactory to Bond Counsel, in part, that the Purchaser is an “accredited investor” as defined in Regulation D under the Securities Act of 1933, as amended. In the event of a negotiated sale to the Purchaser, the School District will not enter into a continuing disclosure undertaking, and the Bonds will be exempt from the requirement under Section 323 of Act 34 to be rated by a nationally recognized rating agency, and the School District will not request a rating on the Bonds. The Authorized Officer may have prepared and execute a private placement memorandum in lieu of the Official Statement provided pursuant to Paragraph 9 above, upon the advice of the Municipal Advisor and Bond Counsel.

(b) Alternatively, if deemed appropriate by the Municipal Advisor, the Bonds may be sold pursuant to a public offering. In such an event, the School District hereby authorizes the Authorized Officer to select a senior underwriter for the Bonds (the “Underwriter”). The Authorized Officer is hereby authorized to appoint one or more co-managing underwriters, if recommended by the Municipal Advisor. The Authorized Officer is authorized to negotiate and

award the sale of the Bonds to the Underwriter pursuant to a bond purchase agreement, subject to the parameters set forth in this Resolution.

In pursuance of either of the foregoing alternatives, the Authorized Officer is individually authorized, without further direction from the Board, to execute a sale order evidencing the final terms of the Bonds, and make any of the determinations, covenants and elections authorized by this Resolution, provided that the final terms of the Bonds shall be within the parameters set forth in this Resolution.

12. Tax Matters. The School District hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from adjusted gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds.

13. Further Bond Details. Each Authorized Officer is hereby authorized to adjust the final Bond details to the extent necessary or convenient to complete the transaction authorized in this Resolution, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of the Act, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this Resolution.

14. Retention of Bond Counsel and Municipal Advisor. The law firm of Miller, Canfield, Paddock and Stone, P.L.C. is hereby appointed as bond counsel for the School District with reference to the issuance of the Bonds authorized by this Resolution ("Bond Counsel"). The representation of the School District by Miller, Canfield, Paddock and Stone, P.L.C. as Bond Counsel is hereby confirmed and approved, notwithstanding Miller Canfield's potential representation in unrelated matters of the Purchaser or Underwriter, and other potential parties to the transactions contemplated by this Resolution. The School District also hereby appoints Baker Tilly Municipal Advisors, LLC to act as financial advisor with reference to the issuance of the Bonds authorized by this Resolution (the "Municipal Advisor").

15. Department of Treasury. Each Authorized Officer is hereby authorized to make application to Treasury for prior approval to issue the Bonds or file a qualifying statement. Each Authorized Officer or Bond Counsel, on behalf of the School District, is further authorized to request any and all waivers, including without limitation, rating waivers, or exemptions from Treasury necessary to the issuance of the Bonds as recommended by the Municipal Advisor and Bond Counsel. Each Authorized Officer is authorized to have prepared and filed a Security Report with Treasury pursuant to the Act.

16. Department of Treasury Qualification. The officers, agents and employees of the School District are authorized to submit a request for interim approval and such other actions as may be required for qualification under the School Bond Qualification, Approval, and Loan Act, Act 92, Public Acts of Michigan, 2005, as amended. Each Authorized Officer is authorized on behalf of the School District to approve a completed Application for Final Qualification of the

Bonds, in substantially the form attached hereto as Exhibit D, with such changes as an Authorized Officer shall deem necessary to conform such Application to the final terms of the Bonds, and to sign one or more loan agreements and any other documents that may be required by each loan agreement. The Secretary of the Board is hereby authorized and directed to execute and cause to be submitted to Treasury the completed Application for Final Qualification of the Bonds.

17. Further Actions. The officers, administrators, agents and attorneys of the School District are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to complete the issuance and delivery of the Bonds in accordance with this Resolution. The officers, administrators, agents and attorneys of the School District are authorized and directed to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, rating agency fees, Transfer Agent fees, costs of printing the preliminary and final official statements, and any other costs necessary to accomplish sale and delivery of the Bonds.

[Remainder of Page Intentionally Left Blank]

18. Conflicts. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Jennifer Kangas
Secretary, Board of Education

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Education of the Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan, at a regular meeting held on November 7, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Jennifer Kangas
Secretary, Board of Education

39821138

EXHIBIT A

BOND FORM

UNITED STATES OF AMERICA

STATE OF MICHIGAN
COUNTIES OF WASHTENAW AND LIVINGSTON

DEXTER COMMUNITY SCHOOLS
2023 SCHOOL BUILDING AND SITE BOND
(UNLIMITED TAX GENERAL OBLIGATION)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
	May 1, 20__	_____, 2023	

Registered Owner: _____

Principal Amount: _____ Dollars

The Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan (the "School District"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 202__ and semiannually thereafter. Principal of this bond is payable at the _____ office of _____, _____, Michigan, or such other transfer agent as the School District may hereafter designate by notice mailed to the registered owner hereof not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is, as of the fifteenth (15th) day of the month preceding each interest payment date, the registered owner, at the registered address. For the prompt payment of this bond, both principal and interest, the full faith and credit of the School District is hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$ _____, issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, and a resolution duly adopted by the Board of Education of the School District on November 7, 2022

for school building and site purposes as the second series of bonds authorized by the qualified electors of said School District at a special school election held on August 8, 2017.

This bond and the interest hereon are payable from the Debt Retirement Fund of the School District for this issue, and the School District is obligated to levy annually sufficient taxes without limitation as to rate or amount to provide for the payment of the principal of and interest on these bonds as they mature.

Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity.

[Bonds of this issue or \$5,000 portions thereof maturing in the years 20__ and thereafter, shall be subject to redemption prior to maturity, at the option of the School District, in any order of maturity and by lot within a single maturity, on any date on or after May 1, 20__ at the redemption price of par plus accrued interest to the date fixed for redemption.]

[Insert term bond mandatory redemption provisions if needed.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption of any bond shall be given at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the registered owner or owners at the registered addresses shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of \$5,000, and bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by \$5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bond surrendered shall be issued to the registered holder thereof. No further interest shall accrue on the bonds or portions of bonds called for redemption after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the same.

Any bond may be transferred by the registered owner, in person or by the registered owner's authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the registered owner requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent will not be required to (i) issue, register the transfer of or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required to be done, exist and happen, precedent to and in the issuance of this bond and the series of bonds of which this is one, in order to make them valid and binding obligations of the School District have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of the School District, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan, by its Board of Education has caused this bond to be signed in the name of the School District by the manual or facsimile signature of the President and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education, all as of the Date of Original Issue.

DEXTER COMMUNITY SCHOOLS
Counties of Washtenaw and Livingston
State of Michigan

By: [manual/facsimile]
President

Countersigned:

By: [manual/facsimile]
Secretary

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the bonds described above.

Transfer Agent

By: _____
Authorized Signature

Date of Authentication: _____, 2023

EXHIBIT B

FORM OF OFFICIAL NOTICE OF SALE

\$17,770,000*

DEXTER COMMUNITY SCHOOLS
COUNTIES OF WASHTENAW AND LIVINGSTON
STATE OF MICHIGAN
2023 SCHOOL BUILDING AND SITE BONDS
(UNLIMITED TAX GENERAL OBLIGATION)

**Subject to adjustment as set forth in this Notice of Sale*

BIDS for purchase of the above bonds will be received in the manner described in this Notice of Sale on _____, _____, 2023, until ____:____.m., local time, at which time and place said bids will be publicly opened and read. The award or rejection of bids will occur on the day of the bond sale.

ELECTRONIC BIDS: Bidders may submit bids for the purchase of the above bonds as follows:

Electronic bids may be submitted to the Municipal Advisory Council of Michigan at munibids@macmi.com; provided that electronic bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH THE INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of delivery, numbered in order of registration, and will bear interest from their date payable on May 1, 2024 and semiannually thereafter.

The bonds will mature on the 1st day of May in each of the years and in the amounts, as follows:

<u>Year</u>	<u>Amount*</u>
2026	\$ 3,230,000
2027	7,180,000
2028	7,360,000

***ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES:**

The School District reserves the right to adjust the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the School District to be sufficient to construct the projects. The adjustments, if necessary, will be in increments of \$5,000 per maturity. If adjusted, the aggregate principal amount may not exceed Seventeen Million Seven Hundred Seventy Thousand Dollars (\$17,770,000). The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

***ADJUSTMENT TO PURCHASE PRICE:** Should any adjustment to the aggregate principal amount of the bonds be made by the School District, the purchase price of the bonds will be adjusted by the School District proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding five and one-half percent (5.50%) per annum and not be less than one percent (1.00%) per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price less than 98% or more than 118% of their par value will be considered.

PRIOR OPTIONAL REDEMPTION OF BONDS: Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity. [Bonds of this issue or \$5,000 portions thereof maturing in the years 20__ and thereafter, shall be subject to redemption prior to maturity, at the option of the School District, in any order of maturity and by lot within a single maturity, on any date on or after May 1, 20__ at the redemption price of par plus accrued interest to the date fixed for redemption.]

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities as term bonds and the consecutive maturities to be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on May 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption.

Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made within one hour after the deadline for the submission of bids.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of [_____], _____, Michigan, or such other transfer agent as the School District may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the School District as of the 15th day of the month preceding an interest payment date. The bonds will be transferred only upon the registration books of the School District kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of making certain capital improvements for the School District. The bonds will be a full faith and credit unlimited tax general obligation of the School District. The principal of and interest on the Bonds are payable from the proceeds of ad valorem taxes levied on all taxable property in the School District which may be levied without limitation as to rate or amount. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

STATE QUALIFICATION. The Bonds are expected to be fully qualified pursuant to Act 92, Public Acts of Michigan, 2005, as amended, enacted pursuant to Article IX, Section 16 of the Michigan Constitution of 1963. Under the terms of such constitutional and statutory provisions, if for any reason the School District will be or is unable to pay the principal and interest on the Bonds when due, then the School District shall borrow, and the State of Michigan shall lend to it, an amount sufficient to enable the School District to make such principal and interest payments.

GOOD FAITH. A good faith deposit is not required.

AWARD OF BONDS-TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on May 1, 2024 and semiannually thereafter) necessary to discount the debt service payments from their respective payment date to _____, 2023 (the anticipated delivery date), in an amount equal to the bid price, excluding accrued interest, if any. Each bidder shall state in its bid the true interest cost to the School District, computed in the manner specified above.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the School District by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

ISSUE PRICE: The winning bidder shall assist the School District in establishing the issue price of the bonds and shall execute and deliver to the School District at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix __-1 or Appendix __-2 of the preliminary official statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the School District and Bond Counsel.

The School District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

- a. the School District is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the School District anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the School District anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the School District shall so advise the winning bidder. The School District will not require bidders to comply with the “hold-the-offering price rule” (as described below), and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the School District, may elect to apply the “hold-the-offering price rule” (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the School District of its intention to apply either the “hold-the-offering price rule” or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then the following two paragraphs shall apply:

- a. The School District shall treat the first price at which 10% of a maturity of the bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the School District if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the School District the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the bonds of that maturity, provided that, the winning bidder’s reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the School District or bond counsel.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then the following three paragraphs shall apply:

- a. The winning bidder, in consultation with the School District, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the “hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the School District if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the School District, at or

before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.

- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
 - i. the close of the fifth (5th) business day after the sale date; or
 - ii. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the School District when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The School District acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in the third-party distribution agreement and the related pricing wires. The School District further acknowledges that each underwriter shall be solely liable for its failure to comply with its

agreement regarding the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A)(i) to report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.
- b. any agreement among underwriters or selling group agreement relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (ii)

comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of establishing issue price. Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party,
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the School District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the bonds to the public);
- c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- d. “sale date” means the date that the bonds are awarded by the School District to the winning bidder.

DELIVERY OF BONDS: The School District will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by Noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned. Payment for the bonds shall be made in immediately available funds.

CONTINUING DISCLOSURE: As described in greater detail in the Official Statement, the School District will agree to provide or cause to be provided, in accordance with the requirements

of Rule 15c2-12, as may be amended, promulgated by the Securities and Exchange Commission, (i) on or prior to the last day of the sixth month following the end of the fiscal year of the School District, commencing with the fiscal year ending June 30, 2023, certain annual financial information and operating data or data of substantially the same nature, including audited financial statements for the preceding fiscal year, (or if audited financial statements are not available, unaudited financial statements) generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the School District to provide the required annual financial information on or before the date specified in (i) above.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the School District has requested and received a rating on the bonds from a rating agency, the School District will pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE SCHOOL DISTRICT.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with the terms hereof. Application for CUSIP identification numbers will be made by Baker Tilly Municipal Advisors, LLC, municipal advisor to the School District. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the School District; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: The School District will provide the winning bidder with a reasonable number of final Official Statements within 7 business days from the date of sale so as to permit the underwriter to comply with the Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement will be supplied by Baker Tilly Municipal Advisors, municipal advisor to the School District, upon request and agreement by the underwriter to pay the cost of additional copies. Requests for additional copies should be made to the municipal advisor within 24 hours of the date of sale.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

MUNICIPAL ADVISOR: Further information relating to the bonds may be obtained from Baker Tilly Municipal Advisors, LLC, 2852 Eyde Pkwy, Suite 150, East Lansing, Michigan 48823. Telephone (517) 321-0110. Fax (517) 321-8866.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Christopher Timmis, Ed.D., Superintendent
DEXTER COMMUNITY SCHOOLS

EXHIBIT C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Undertaking”) is executed and delivered by the Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan (the “School District”), in connection with the issuance of its 2023 School Building and Site Bonds (Unlimited Tax General Obligation) (the “Bonds”). The School District covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

- (a) *Definitions.* The following terms used herein shall have the following meanings:

“Audited Financial Statements” means the annual audited financial statement pertaining to the School District prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

“Bondholders” shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access District, or such other District, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

“Financial Obligation” means “financial obligation” as such term is defined in the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended, as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the date of this Undertaking which are applicable to this Undertaking.

“SEC” means the United States Securities and Exchange Commission.

- (b) *Continuing Disclosure.* The School District hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 6th month after the end of the fiscal year of the School District, commencing with the fiscal year ending June 30, 2023, in an electronic format as prescribed by the MSRB:

- (1) Certain annual financial information and operating data reasonably available to the School District in form and substance similar to the information

contained in the official statement of the School District relating to the Bonds (the “Official Statement”) appearing in the Tables in the Official Statement as described below: [Headings to be conformed to Official Statement when available.]

- a. Enrollments – Enrollment History;
- b. Retirement Plan – Contributions to MPSERS;
- c. History of Valuations – State Equalized Valuation and Taxable Valuation;
- d. Tax Levies and Collections;
- e. State Aid Payments;
- f. School District Tax Rates (Per \$1,000 of Valuation);
- g. Largest Taxpayers;
- h. Direct Debt;
- i. Legal Debt Margin; and
- j. General Fund Budget Summary in Appendix C.

(2) The Audited Financial Statements. Provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available.

Such annual financial information and operating data described above are expected to be provided directly by the School District or by specific reference to other documents available to the public through EMMA or filed with the SEC, including official statements of debt issues of the School District or related public entities.

If the fiscal year of the School District is changed, the School District shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The School District agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the School District to provide the annual financial information with respect to the School District described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The School District agrees to provide or cause to be provided to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the School District, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District;
- (13) the consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the School District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the School District, any of which affect security holders, if material; or
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the School District, any of which reflect financial difficulties.

(e) *Materiality Determined Under Federal Securities Laws.* The School District agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation.* The obligation of the School District to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the School District no longer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders.* The School District agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the School District’s obligations hereunder and any failure by the School District to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the School District, provided that the School District agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the School District or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the School District (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the School District in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the School District to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

IN WITNESS WHEREOF, the School District has caused this Undertaking to be executed by its authorized officer.

DEXTER COMMUNITY SCHOOLS
Counties of Washtenaw and Livingston
State of Michigan

By: _____

Its: _____

Dated: _____, 2023

EXHIBIT D

FORM OF FINAL QUALIFICATION APPLICATION

Reset Form

Michigan Department of Treasury
3451 (Rev. 09-16)

Application No. SBL
81-050-4-K12-16-01

Application for Final Qualification of Bonds for Participation in the Michigan School Bond Qualification and Loan Program

Issued under authority of Public Act 92 of 2005, as amended.

Legal Name of School District Dexter Community Schools	District Code Number 81050	Telephone Number 734-424-4100	
Address 2704 Baker Road	City Dexter	County Washtenaw	ZIP Code 48130
Name of Person Responsible for Preparation of this Application Christopher Timmis		Title Superintendent	

CERTIFICATION

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 7 day of November, 2022,

and that the 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).

Name of Secretary (Print or Type) Jennifer Kangas	Signature of Secretary	Date
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PARTICIPANTS

Secretary, Board of Education Jennifer Kangas	Superintendent of Schools Christopher Timmis
Treasurer, Board of Education Richard Lundy	Architectural Firm TMP Architecture
Bond Counsel Miller, Canfield, Paddock and Stone, P.L.C.	Construction Manager Granger Construction Company
Financial Advisor Baker Tilly Municipal Advisors, LLC	Paying Agent The Huntington National Bank
Senior Underwriter TBD	

SALE TYPE

<input type="checkbox"/> Competitive Bid	<input type="checkbox"/> Negotiated Sale
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RESOLUTION

A meeting was called to order by _____, President.

Present: Members _____

Absent: Member _____

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

BACKGROUND

1. Act 92 of the Public Acts of Michigan, 2005, as amended, ("Act 92") enacted pursuant to Article IX, Section 16, of the Michigan Constitution of 1963, provides the procedure, terms and conditions for the final qualification of bonds for participation in the School Bond Qualification and Loan Program.
2. This district has taken all necessary actions to comply with all legal and procedural requirements for final qualification of this bond issue.

ACTION OF THE BOARD

1. The district hereby applies for final qualification of bonds by the State Treasurer for the purpose of:
 - ☒ Financing the school construction **and/or**
 - ☐ Refinancing existing debt as described in this application.
2. The bonds of the district qualified by the State Treasurer will conform to all the requirements of law pertaining generally to school bonds and specifically to school bonds qualified under Section 16, Article IX of the 1963 Michigan Constitution, Act 92, and Act 112, Public Acts of 1961, as amended.
3. Any moneys obtained through the sale of the qualified bonds of the district as herein proposed will be used only for the purpose of:
 - ☒ Financing the projects described in the application including such limited changes allowed by statute, that have been submitted to the State Treasurer for preliminary qualification of bonds numbered SBL 81-050-4-K12-16-01 **/and/ or**
 - ☐ Refinancing existing qualified debt and for no other purpose unless such change of purpose is permitted by law and has the prior approval of the State Treasurer.
4. The district agrees to annually certify and levy its debt millage tax by filing an Annual Loan Activity Statement in accordance with the requirements of Act 92 and to determine the amounts, if any, to be borrowed from or repaid to the School Loan Revolving Fund ("SLRF"). The district agrees to deposit proceeds of debt millage upon receipt into an account established solely for debt service with the appointed banking institution as defined in Section 9. The district agrees to comply with the provisions of Act 92 governing the periodic recalculation of its millage, the adjustment of its millage levy when necessary, and the repayment of funds to the SLRF, where applicable.
5. The district agrees to enter into a loan agreement and file all necessary applications for qualified loans from the SLRF along with all supporting information for repayment to the SLRF within statutory application dates and in accordance with forms and procedures as prescribed by the State Treasurer. The (insert title of authorized school district official(s)) Superintendent/Chief Financial Officer are/is authorized and directed to execute and deliver the loan agreement and any other documents that may be required by the loan agreement on behalf of the district. The district covenants to comply with the terms of any applicable qualified loan agreement it is now or may be a party to, including the provisions related to its millage levy.
6. The district agrees to take actions and refrain from taking actions as necessary to maintain the tax-exempt status of tax-exempt debt issued by the State of Michigan or the Michigan Finance Authority for the purpose of financing the School Bond Loan Fund or the School Loan Revolving Fund as defined in P.A. 227 of 1985, as amended.
7. The district agrees that if these bonds are issued as tax exempt bonds, it will use the proceeds of these bonds only for the purposes that are allowed for tax exempt bonds and that none of such proceeds will be used for more than the first advance refunding of any original bond issued after 1985, nor more than the second advance refunding of any original bond issued before 1986, and the district further agrees that proceeds of bonds issued as Qualified Zone Academy Bonds, Qualified School Construction Bonds, Build America Bonds or Recovery Zone Economic Development Bonds[will only be used for the purposes that are allowed for such bonds.
8. The district agrees to use any funds borrowed from the SLRF only for the payment of principal and interest on qualified bonds that is immediately payable to bondholders and not to fund escrow or sinking funds.

9. The district agrees to appoint a banking institution that performs paying agent services in general, and to execute a signed agreement that provides, at a minimum, the following procedures:
 - a. If the district has not established an irrevocable escrow account with a qualified escrow agent, the district agrees to submit debt service payments for its qualified bonds in immediately available funds to its banking institution no less than five business days prior to the debt service due date, and agrees not to withdraw, or cause a debit to be drawn against, such funds except to pay debt service.
 - b. The district agrees to use an existing or establish a new interest bearing, money market or investment account with the banking institution that performs paying agent services for the subject bonds, that allows the district to provide written investment instructions for the investment of collected funds on hand preceding the debt service due date.
 - c. The paying agent will implement notification procedures that provide that if sufficient funds for full payment of debt service do not reach the banking institution five business days prior to the debt service payment due date, the paying agent will notify the district of the amount of insufficient funds four business days prior to the debt service payment due date. In the event that the district does not immediately resolve the insufficient funds situation, the paying agent will notify the Michigan Department of Treasury of the delinquency three business days before the payment due date.
 - d. The district agrees to furnish written notification to the paying agent and the Department of Treasury of any bonds that have been refunded.
10. The district agrees to deposit all federal interest credits received with respect to its qualified bonds issued as direct credit type bonds into the debt retirement fund payable for such bonds.
11. The district requests that the State Treasurer increase its computed millage if at any time the full amount of any tax credit related to direct credit type bonds is not received or the amount of debt service on its qualified bonds increases for any reason and the current computed millage is not sufficient to repay all outstanding qualified loans by the final mandatory repayment date.
12. The district agrees that if Treasury determines that the district will not be able to make all or part of the debt service payment, Treasury will process an emergency loan from the SLRF. If the district incurs an emergency loan it shall be a legal debt of the district and the State Treasurer shall bill the school district for the amount paid and the school district shall remit the amount to the state.
13. The board directs the school district administration to report any failure to perform as a result of this application. 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.
14. 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 Final Application and submit same to the State Treasurer for his or her review and approval.

Ayes: Members _____

Nays: Members _____

BOND DETAIL

1. PURPOSE: Specify the purpose of bond issue exactly as stated on the ballot and as it is to be cited in the Order Qualifying Bonds (or attach an official copy).

Erecting, completing, equipping and furnishing a new elementary school building; Constructing additions to and remodeling, equipping, re-equipping, furnishing, re-furnishing school buildings, and other facilities, including for technology, energy conservation and security improvements and purchasing school buses; Acquiring land and preparing, developing, or improving sites, including school buildings, outdoor athletic fields, athletic facilities, playfields, playgrounds and other facilities; Acquiring, installing, equipping and re-equipping school buildings and other facilities, including classrooms

2. ELECTION DATA:

- a. Date of election: 08/08/2017
- b. Attach a copy of the Certified Official Canvass of Election (if not already on file).

3. FINAL MATURITY SCHEDULE:

- a. Total amount of this issue \$ 17,770,000
- b. Due date annually for principal payments: May 1st
- c. Due date semi-annually for interest payments: May 1st/Nov 1st
- d. Attach a copy of the bond amortization and millage impact schedules.

4. DEBT AMOUNTS:

- a. Amount of this bond issue \$ 17,770,000
- b. Total amount of bonded debt prior to this issue \$ 95,435,000
- c. Total amount of bonds being refunded \$ 0
- d. Total amount of proposed and existing debt (4a + b - c) \$ 113,205,000

5. PROPERTY VALUATION: Taxable valuation as of this date \$ 1,595,569,505

6. CHANGES IN FINANCIAL STRUCTURE: Specify any changes in financial structure since Preliminary Qualification or original Order Qualifying Bonds was approved:

7. Bond Type(s) (Check all that apply):

- ☒ Fixed Rate
- ☐ Variable Rate
- ☒ Tax Exempt
- ☐ Taxable
- ☐ Qualified Zone Academy Bond



DEXTER COMMUNITY SCHOOLS

Craig McCalla, Principal for Operations
2704 Baker Road, Dexter, Michigan 48130
(734) 424-4100 ext. 1344 fax (734) 424-4108
mccallac@dexterschools.org

TO: Board of Education

FROM: Craig McCalla, Principal for Operations

DATE: November 1, 2022

RE: Dexter Community Pool Scoreboard - Bid Category - 11-65

Dexter Community Pool Scoreboard - Bid Category - 11-65

We are looking to replace the scoreboard at the Dexter Community Pool. This replacement was put out for bid and we received two qualified bids. Bids were due October 11th. Communication was made with United Sports Services about their low bid. We reviewed the scope of work, bidder's proposal, and timeline. It is recommended that the Board approve United Sports Services base bid of \$54,670.00 plus a 15% contingency of \$8,200.50 for a project total of \$62,870.50. This project will be managed by Dexter Community Schools.

There were voluntary alternatives offered. The one viable option would be to upgrade from 10mm to 5 mm pixel pitch. This would make the words and images on the board more vibrant and easier to see. The cost of the upgrade is \$4,793.00. If the board selects going with the upgrade, it is recommended that the Board approve United Sports Services base bid of \$54,670.00, the upgrade from 10mm to 5 mm pixel pitch of \$4,793.00, plus a 15% contingency of \$8,919.45 for a project total of \$68,382.45.



DEXTER COMMUNITY SCHOOLS

Dexter Community Schools
Bids Received for Dexter Community Pool Scoreboard
Bid Category 11-65: Dexter Community Pool Digital Scoreboard Replacement
Bid Issued: September 19, 2022
Bids Due: October 11, 2022

Bidder	Bid Category	Base Bid	Signed	Non-Iran	Familial Disclosure	Bid Bond		Alternates Total
United Sports Services	11-65	\$54,670.00	X	x	x	x		(\$1,000.00) \$4,793.00 \$4,500.00
Riegle Timing Consultants	11-65	\$71,175.00	x	x	x	x		