

BOARD OF EDUCATION MEETING PACKET

March 4, 2024

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.

MEETING AGENDA

- A. CALL TO ORDER**
 - 1. Roll Call
- B. MEETING MINUTES** (2/26/2024; workshop 2/27/2024)
- C. APPROVAL OF AGENDA**
- D. SCHOOL PRESENTATIONS**
- E. PUBLIC PARTICIPATION** (up to ~30 minutes/max 5 per person)
- F. ADMINISTRATIVE & BOARD UPDATES**
 - 1. Superintendent
 - 2. Board President
 - 3. Student Representatives
- G. CONSENT ITEMS**
 - 1. Personnel - Resignations
- H. ACTION ITEMS**
 - 1. Letter of Intent for Purchase of the Dexter Wellness Center and Equipment
 - 2. Letter of Intent for Purchase of a Newly Constructed Dexter Senior Center
 - 3. Resolution Approving the Multigenerational Community Center Project
- I. DISCUSSION ITEMS**
 - 1. Board Goals
- J. PUBLIC PARTICIPATION** (up to ~15 minutes/max 3 per person)
- K. BOARD COMMENTS**
- L. INFORMATION ITEMS**
 - 1. Multigenerational Community Center Minutes 1/22/2024
 - 2. SEAB Minutes 2/21/2024
- M. CLOSED SESSION** - none planned
- N. ADJOURNMENT**

CALENDAR

- *March 5, 2024 - DEEC Kindergarten & Young 5 Open House - 5:30pm-7:00pm
 - *March 11, 2024 - Fall Registration Opens for all grades
 - *March 18, 2024 - Board Meeting - 7:00pm Bates Boardroom
-

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 OF EDUCATION MEETING NOTES
MARCH 4 , 2024

A. CALL TO ORDER

1. Roll Call

B. MEETING MINUTES

- * An appropriate motion might be, "I move that the Board of Education approve the attached meeting minutes from February 26, 2024 and the workshop minutes from February 27, 2024 as presented/amended."

C. 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 – none planned

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

1. Personnel - Resignations

Your packet contains three resignation letters.

- * An appropriate motion might be, "I move that the Board of Education accept the resignations of Alex Pattenaude, Stacy Plott, and Janelle Smith."

BOARD OF EDUCATION MEETING NOTES
MARCH 4 , 2024

H. ACTION ITEMS

1. Resolution Approving Multigenerational Community Center Project
DCS district attorneys have been working closely with the attorneys from 5 Healthy Towns and A.R. Brouwer/BST to create the necessary documents and process for the purchase of the Dexter Wellness Center (and equipment) and the purchase of a newly-constructed Dexter Senior Center. The Dexter Senior Center design has been determined by the Dexter Senior Center Board in collaboration with A.R. Brouwer/BST. Your packet contains a resolution authorizing the Multigenerational Community Center project to move forward. A draft version of this resolution was reviewed and discussed at the February 26, 2024 regular meeting. Requested edits have been made. This resolution will provide authorization to the Superintendent, Senior Project Manager, and/or Chief Financial Officer to sign the necessary documents as the process continues.

* An appropriate motion might be, "I move that the Board of Education adopt the attached resolution authorizing the Multigenerational Community Center project."
2. Letter of Intent for Purchase of the Dexter Wellness Center and Equipment
DCS has been working with district attorneys and 5 Healthy Towns to purchase the Dexter Wellness Center and equipment. This evening's packet contains a draft letter of intent (LOI) which outlines details of the project and an agreement for purchase of the facility and its equipment as soon as the necessary due diligence process is complete (i.e., soil testing, etc). This purchase will be paid for from a combination of the \$8.5 million senior and community center grant and any future grant funds (i.e., federal community project funding requests, etc). This LOI, previously discussed at the February 26, 2024 meeting, will allow the purchase process to move forward.

* An appropriate motion might be, "I move that the Board of Education approve the attached letter of intent (Unit 1 Wellness Center - Exhibit A)."
2. Letter of Intent for Purchase of a Newly Constructed Dexter Senior Center
DCS has been working with district attorneys, the Dexter Senior Center, and A.R. Brouwer/BST to purchase a newly-constructed, approximately 8,000 - 10,000 sq ft Dexter Senior Center building located on the available lot on Baker Road at the entrance to the Dexter Wellness Center. This evening's packet includes a draft letter of intent (LOI) which outlines details of the project and agreement for purchase to begin the construction. The purchase will be paid for from a combination of the \$8.5 million senior and community center grant, grant funds provided to the Dexter Senior Center from Washtenaw County, and any future grant funds (i.e., federal community project funding requests, etc). This LOI, previously discussed at the February 26, 2024 meeting, will allow the construction to be started and completed in a timely fashion to provide a new and permanent home to the Dexter Senior Center.

* An appropriate motion might be, "I move that the Board of Education approve the attached letter of intent (Unit 2 Senior Center - Exhibit B)."

BOARD OF EDUCATION MEETING NOTES
MARCH 4 , 2024

I. DISCUSSION ITEMS

1. Board Goals

Your packet includes District Goals drafted and discussed at the February 27, 2024 board workshop. This item is presented for discussion this evening.

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

1. Multigenerational Community Center Minutes 1/22/2024
2. SEAB Minutes 2/21/2024

M. CLOSED SESSION – none planned

N. ADJOURNMENT

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
FEBRUARY 26, 2024**

A. CALL TO ORDER – 7:01pm

1. Roll Call

Members Present: Daniel Alabré, Brian Arnold, Elise Bruderly, Mara Greateorex, Dick Lundy, Jennifer Kangas, Melanie Szawara; Student Representatives Marty Watson and Mischa Rafferty

Members Absent:

Administrative & Supervisory Staff: Christie Bueche, Ryan Bruder, Barb Leonard, Craig McCalla, Chris Timmis, Hope Vestergaard

Guests: Neil Stinebaugh, Jerry Brand, Tricia Paff

B. MEETING MINUTES

Daniel Alabré made a motion to approve the meeting minutes from 2/5/2024 as presented. Jennifer Kangas seconded the motion. **Motion Carried (unanimous).**

C. APPROVAL OF AGENDA

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

D. SCHOOL PRESENTATIONS

1. Neil Stinebaugh

Custodian Neil Stinebaugh was recognized for his stellar work and team spirit for Dexter Community Schools

2. Dexter Dance Team Recognition

The Dexter Varsity Dance team was recognized for placing 6th in the Medium Varsity Game Day Division 2 at the Universal Dance Association (UDA) National Championships in Orlando, FL. Dr. Timmis shared a video of one of the team's competition performances. Heartly congratulations to seniors Anna Kovarik, Dana Kulas, and Kayla Wiseman; juniors Delaney Bachman, Ruby Boynton, Lauren Hart, Jenna Lenkowski, Ella Nelson, and Sarah Sawin; Sophomores Ella Jensen, Ally Ohtenen and Ainslie Ramsburgh; freshman Cat Maust.

E. PUBLIC PARTICIPATION

1. A community member who didn't wish to speak used a comment card to share a question for the board.

F. ADMINISTRATIVE & BOARD UPDATES

1. Superintendent Update

Dr. Timmis shared several updates:

- Dexter High School is opening up a special enrollment window so that students who wish to may sign up for several new course offerings that have just been confirmed. DHS sent that information to families 2/26/2024.
- Dexter's 4-year graduation rate is now 99%. 97% of students with disabilities graduate within four years. Those numbers were 89% and

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
FEBRUARY 26, 2024**

50% respectively, in 2013-2014. Additionally, Dexter students have some of the highest test scores among our peers so our high achievement is represented by two different and important metrics.

- He reminded everyone that the first window for schools of choice applications is open through 4pm on February 28th; the Kindergarten and Young 5 virtual info night is February 27th and the DEEC open house is March 5th.

Principal for Operations Craig McCalla shared the following updates:

- Solar Project Update: the solar field portion of the solar project is complete, save one panel that needs to be replaced. The large footings for the walkway will be dug during spring break so the holes will not be hazardous for students.
- He walked the board through progress on the bond projects that were recently approved.

2. Board President Update

The Polar Plunge to raise money for the Special Olympics is this Wednesday. Both Chris and Mara will be taking the plunge. DCS is still ~\$600 short of their \$10,000 goal.

3. Student Representatives Update

Mischa Rafferty shared some of the Inclusion week events including last weekend's silent disco for students, and the wheelchair basketball game scheduled for 2/27/2024; The Green Schools Club is working to qualify for a Michigan Evergreen School award from the state with events such as an energy audit and sticker sale benefiting the Huron River Watershed Council, among others; the Drama Club is starting to work on their production of Pippin; Wylie and the DEEC both had wildly successful STEAM nights with booths hosted by NHS students. Marty Watson noted the interesting new courses that have opened including debate and WCC classes at DHS; Spring Sports will be starting soon; Juniors are gearing up for test season; the Dexter Dance team recently did a "bring a friend to dance" day which had Marty and others featured in a lot of social media reels. He said it was a fun thing to do to raise the team's profile. There's a youth lacrosse clinic coming up that will be run by DHS LAX players and is a fundraiser for the team; a boys volleyball club has started; DHS hosted the Iron Dread powerlifting competition this past weekend and both boys and girls varsity came in first.

G. CONSENT ITEMS

1. Melanie Szawara made a motion that the Board of Education approve the consent items in bulk. Brain Arnold seconded the motion. **Motion Carried (unanimous).**

The Board of Education acknowledged the retirement of Linda Hack.
The Board of Education received the January budget report.

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
FEBRUARY 26, 2024**

H. ACTION ITEMS – none

I. DISCUSSION ITEMS

1. Letter of Intent for Purchase of the Dexter Wellness Center and Equipment

The Board reviewed a draft letter of intent regarding the purchase of the Dexter Wellness Center and equipment using state grant funds. Senior Project Manager Sharon Raschke answered questions and explained the order of operations to accomplish this project alongside the proposed new senior center. This item will return for action at the March 4, 2024 meeting.

2. Letter of Intent for Purchase of a Newly Constructed Dexter Senior Center

Jerry Brand walked the board through draft renderings of the design build for a new senior center at the front lot of the wellness center. A.R. Brouwer has worked with the senior center facilities committee to design a center that will more than triple their space and meet all their needs and many of their wishes. He also shared elements of the proposal with alternates/add-ons and noted that the senior center has secured additional donations that may increase some of the options that had requested specifications for. Sharon Raschke and Dr. Timmis answered questions about the planning, community partnerships, and next steps. This item will return for action at the March 4, 2024 meeting.

3. Resolution for the Purchase of the Dexter Wellness Center and a Newly Constructed Dexter Senior Center

The Board discussed a draft resolution that would authorize District administrators to proceed with paperwork, permitting, and contracts necessary to execute the proposed Multigenerational Center. Trustees noted that the total number that they would be authorized to spend for this project based on this resolution included amounts not included in the two letters of intent. Those funds represent the additional funding the senior center has secured. It was determined that the draft resolution should be revised to make it clear that the total amount will include grant funds as well as other contributions. This item will return for action at the March 4, 2024 meeting.

J. PUBLIC PARTICIPATION

1. Resident Tricia Paff shared that she attended the meeting to learn more about the proposed Multigenerational Community Center and she appreciated the in-depth discussion.

K. BOARD COMMENTS

1. Daniel Alabré shared that he volunteered at the Powerlifting Meet and said it was very impressive.
2. Dick Lundy noted that the boys basketball season ended during the meeting with a loss at Huron.

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
FEBRUARY 26, 2024**

3. Mara Greatorex noted that the girls basketball team would be having senior night on February 27th; the boys swim and dive team is sending several swimmers to the state meet and several track & field athletes are participating in an indoor track & field competition in Boston next weekend.
4. Melanie Szawara noted that the Middle School wrestling team took 3rd place out of 15-16 teams in their division with a team of 29 wrestlers.
5. Chris Timmis added approximately 850 out of 1100 students at DHS participate in athletics.

L. INFORMATION ITEMS

1. Facilities Minutes 1/22/2024 (draft)
2. Nice Job Notes (November 2023-January 2024)
3. Schools of Choice Flyer
4. Kindergarten & Young 5 Flyer

M. CLOSED SESSION – none

N. ADJOURNMENT

At approximately 9:01pm, President Mara Greatorex adjourned the meeting.

MINUTES/hlv

Jennifer Kangas
Secretary, Board of Education

**DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION WORKSHOP MINUTES
FEBRUARY 26, 2024**

A. CALL TO ORDER – 7:05pm

1. Roll Call

Members Present: Daniel Alabré, Brian Arnold, Elise Bruderly, Mara Greateorex, Dick Lundy, Jennifer Kangas, Melanie Szawara

Administrative & Supervisory Staff: Chris Timmis

B. APPROVAL OF AGENDA

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

C. PUBLIC PARTICIPATION – none

D. DISCUSSION

1. District Goals

The Board discussed and refined draft district goals. These are to be shared and discussed at the March 4, 2024 meeting.

E. ADJOURNMENT

At approximately 8:07pm, President Mara Greateorex adjourned the meeting.

MINUTES/hlv

Jennifer Kangas
Secretary, Board of Education



Hope Vestergaard <vestergaardh@dexterschools.org>

Fwd: Leave of Absence

1 message

Barb (Santo) Leonard
Executive Director of Human Resources
Dexter Community Schools

Begin forwarded message:

From: Alex Pattenaude <[REDACTED]>
Date: February 27, 2024 at 11:00:30AM EST
To: Barb Leonard <leonardb@dexterschools.org>
Cc: Jessica Baese <baesej@dexterschools.org>
Subject: Leave of Absence

Dear Barb,

I hope this message finds you in good spirits. With mixed feelings, I want to inform you that I've decided not to return from my leave of absence for the 2024-2025 school year. My wife and I have decided to stay closer to our family for the time being.

Although I won't be returning to Dexter right now, I wanted to express how much I miss being a part of this exceptional district. I truly miss working under the guidance & professionalism of Ken Koenig and Brett Pedersen, as well as being inspired by Dr. Timmis's visionary leadership for Dexter Schools. The commitment to excellence and continual improvement in meeting students' learning needs at Dexter continues to amaze me, and I intend to carry this passion forward in my future endeavors as a school counselor.

I am grateful for the opportunity to take this leave of absence, Barb, and I sincerely appreciate your kindness and understanding throughout this process.

Wishing you all the best, and please extend my regards to Dr. Timmis.

Warm Regards,
Alex Pattenaude

Wednesday, May 3, 2023

Dear Ms. Santo, Dr. Timmis, and DCS School Board,

I am writing to you to formally request a one-year general leave for the 2023-2024 school year. This request comes with much thought and reflection, as I enjoy working for the Dexter Community Schools. While I am passionate about being a classroom teacher, the many demands of the position can take a toll on mental health. This leave will give me the opportunity to recharge, renew my energy and give me time to find clarity on my place in the field of education.

Sincerely,

A handwritten signature in black ink that reads "Stacey Plott". The signature is written in a cursive, flowing style.

Stacey Plott
Third grade teacher
Wylie Elementary

February 23, 2024

Dear Dexter Community Schools Board of Education,

I taught Kindergarten at Anchor Elementary during the 2022-2023 school year and had my first child in April of 2023. I have been on an extended maternity leave for the duration of the 2023-2024 school year. My intent is to not return to Dexter Community Schools for the 2024-2025 school year. Thank you for your investment in Dexter students, families, educators including myself, and other staff personnel. It was an honor to be part of the inspiring team at the DEEC for the time I was able to before having my son.

Sincerely,
Janelle Smith

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

**RESOLUTION AUTHORIZING
MULTIGENERATIONAL COMMUNITY CENTER PROJECT**

At 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 March 4, 2024, 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, pursuant to Act 321, Public Acts of Michigan, 2023, the School District has been awarded a grant in the amount of \$8,500,000 for the acquisition, renovation and construction, and programing establishment costs of a senior center and community center (the “School District Grant”); and

WHEREAS, the Dexter Senior Center has been awarded a similar grant through Washtenaw County in the amount of \$754,812 which is available to pay certain costs associated with the Senior Center described below (the “County Grant” and together with the School District Grant, the “Grants”); and

WHEREAS, the School District desires to apply the School District Grant for the purposes provided in that Grant, along with other available funds of the School District, including without limitation: (i) to acquire the Dexter Wellness Center, located at 2810 Baker Road, Dexter Michigan (the “Wellness Center”), including the equipment described in the LOI; (ii) to pay the portion of the costs of acquiring a completed senior center facility to be constructed at 2740 Baker Road, Dexter Michigan (the “Senior Center”) not covered by the County Grant; and (iii) to pay for professional and other costs associated with the acquisition, equipping, and programming establishment of the Wellness Center and the Senior Center (collectively, the “Multigenerational Community Center Project”); and

WHEREAS, the School District’s administration has taken preliminary steps toward the acquisition of the Wellness Center and has prepared a non-binding Letter of Intent relating to such acquisition, the form of which is attached hereto as Exhibit A (the “Wellness Center LOI”); and

WHEREAS, the School District’s administration has also taken preliminary steps toward the acquisition of the Senior Center and has prepared a non-binding Letter of Intent relating to such acquisition, the form of which is attached hereto as Exhibit B (the “Senior Center LOI” and together with the Wellness Center LOI, the “LOIs”); and

WHEREAS, the Board of Directors of the Dexter Senior Center has approved and authorized the Multigenerational Community Center Project, including the acquisition of the Senior Center and the forms of the LOI’s by a resolution adopted on February 21, 2024; and

WHEREAS, the Board deems it advisable to complete the acquisitions contemplated by the LOIs and authorize the Superintendent, the Senior Project Manager and the Chief Financial Officer, or either one acting alone (each an “Authorized Officer”) to negotiate, finalize, execute and deliver purchase agreements and related documentation and any other actions necessary, convenient or advisable to effectuate the acquisition of the Multigenerational Community Center Project in accordance with this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval of LOI. The Board hereby authorizes and approves the acquisition of the Multigenerational Community Center Project in the total amount of \$9,254,812, provided that the total cost to the School District shall not-to-exceed \$8,500,000, and ratifies and approves the actions to date of the School District administration relating to the LOI’s.

2. Further Action. Each Authorized Officer is hereby further authorized and directed, in consultation with the School District’s legal counsel, to (a) negotiate, finalize, execute and deliver purchase agreements relating to the acquisition of the Wellness Center and the Senior Center; (b) take any and all actions and negotiate and execute any other documentation necessary, convenient or advisable to acquire the Multigenerational Community Center Project; and (c) pay the reasonable and necessary expenses related thereto. Each Authorized Officer is hereby additionally authorized to apply for and/or utilize supplementary funds applicable to the Multigenerational Community Center Project, including without limitation, grant funds and donations (the “Additional Funds”), if available, to augment the scope of the Multigenerational Community Center Project (the “Supplementary Scope”), but only to the extent such Additional Funds will fully cover the cost and expense of the Supplementary Scope.

[Remainder of Page Intentionally Left Blank]

3. 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 March 4, 2024, 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

41823650

RESOLUTION APPROVING MULTIGENERATIONAL COMMUNITY CENTER PROJECT

EXHIBIT A

**FORM OF WELLNESS CENTER LOI
[Attached]**

EXHIBIT B

**FORM OF SENIOR CENTER LOI
[Attached]**

41823650.4/022912.00054

[INSERT SCHOOL DISTRICT LETTERHEAD]

March 5, 2024

The Chelsea Health and Wellness Foundation
Attn: Mr. Steve Petty
14800 E. Old US Hwy 12
Chelsea, MI 48118

**Re: Letter of Intent (“LOI”) to Purchase
Dexter Town Center Condominium Unit 1 (“Property”)**

Dear Mr. Petty:

Dexter Community Schools (“**Buyer**”) offers to purchase the Property from The Chelsea Health and Wellness Foundation (“**Seller**”) on the following terms and conditions:

1. **Purchase Price:** \$5,300,000.00 for the Property plus \$200,000.00 for the furniture, fixtures, and equipment, payable by wire transfer or other immediately available funds at the closing.
2. **Earnest Money.** None.
3. **Opening of Escrow.** Seller and Buyer shall work cooperatively and endeavor to open escrow with a definitive Purchase and Sale Agreement (the “**Agreement**”) containing these and other terms customary for a transaction of this nature and complexity (including requisite third-party consents, estoppels, corporate formalities and legal opinions) within 21 days following execution of this Letter of Intent. The parties anticipate the Agreement will be executed on or before the Closing Date.
4. **Anticipated Closing Date.** Subject to the Buyer’s satisfactions with due diligence and the Conditions Precedent (defined below), the anticipated closing date is March 29, 2024.
5. **Inspection Period.** Buyer will have until the day prior to the closing date to conduct and complete Buyer’s comprehensive due diligence and review of the Property (the “**Inspection Period**”). The completion of the due diligence and feasibility review will be conducted by Buyer at Buyer’s cost and to Buyer’s satisfaction, and the decision by Buyer at the end of the Inspection Period to move forward with this transaction or not, will be exercised in the sole and absolute discretion of Buyer. If Buyer elects not to move forward with the transaction, Buyer may terminate the LOI and, if applicable, the Agreement.
6. **Property Information.** Seller, through the Dexter Town Center Condominium, has provided Buyer with the initial tranche of due diligence materials and shall continue to provide Buyer with all information about the Property in the possession and reasonable control of Seller (and Seller’s consultants) to Buyer. Buyer is in possession of Phase I Environmental Site Assessment (2006), Phase II Environmental Site Assessment (2006), and the Baseline Environmental Assessment (2007) prepared by AKT Peerless

Environmental Services (“**AKT Peerless**”). Any original documentation provided to Buyer shall be returned to Seller should negotiations not result in a signed Agreement. In the event that Buyer does not close, Buyer will supply any other due diligence materials obtained by Buyer, to Seller.

7. **Inspections.** Buyer shall have the right to perform any usual and customary building inspection at Buyer’s sole cost and expense. The parties have entered into a Temporary Access Agreement governing the process and access rights for Buyer to conduct its inspections.
8. **Environmental.** Buyer will have the right to complete a Phase I Environmental Site Assessment and any additional environmental testing during the Inspection Period. The parties agree that the Anticipated Closing Date shall be extended to provide Buyer sufficient time to complete environmental due diligence. Buyer has contracted AKT Peerless to perform its environmental analysis and testing.
9. **Title and Survey.** Within ten (10) days after the execution this LOI by all parties, Buyer shall order from a reputable title company selected by Buyer, at Seller's expense, a commitment for title insurance for the Property without standard exceptions. Buyer will have the right, at Buyer’s cost, to order a new or updated ALTA/NSPS Survey that is acceptable to Buyer during the Inspection Period. Buyer has contracted PEA Group, who performed the original engineering and surveying, to assist with this transaction as well.
10. **Title Insurance and Escrow Prorations.** Customary prorations (real estate taxes, assessments, and the like) shall be prorated between Buyer and Seller at closing and, at Seller’s cost, Buyer shall be provided a policy of owner’s title insurance. The costs of extended coverage shall be a Seller cost (except that Buyer shall be responsible for the cost of a new or updated ALTA/NSPS Survey required to remove the standard survey exception). Title shall be conveyed to Buyer free and clear of all liens and encumbrances, save and except those approved by Buyer during the Inspection Period. Buyer and Seller agree that any tax prorations will take into account, and are subject to, Seller’s status as a non-profit charitable institution which is exempt from paying real estate taxes.
11. **Purchase and Sale Agreement.** In the event that this Offer is acceptable by Seller, Buyer and Seller will negotiate a definitive purchase and sale agreement for the conveyance of the Property. Buyer will provide Seller an initial draft of the purchase and sale agreement within 14 days of execution of this LOI. Buyer and Seller will make every effort to negotiate and execute the purchase and sale agreement within 45 days of execution of this LOI.
12. **Temporary Access Agreement.** The parties shall enter into a Temporary Access Agreement prior to executing the Agreement.
13. **Conditions Precedent.** In addition to the foregoing, the following conditions precedent (“Conditions Precedent”) to closing shall be including in the Agreement and satisfied prior the closing date.
 - a. Complete physical and environmental inspections and reports satisfactory to Buyer.

- b. Fee simple title to the Property free and clear of all mortgages, liens, or other encumbrances except those accepted or deemed accepted by Buyer.
- c. Owners of Unit 2 and Unit 3 in the Condominium Association shall agree to dissolve the Dexter Town Center Condominium and all dissolution documents shall be held in escrow with the Title Company.
- d. Buyer shall be in possession of all surveys and engineering reports to support the dissolution and subsequent lot split.
- e. Buyer shall have entered into a binding Purchase and Sale Agreement for the acquisition of Unit 2.
- f. Buyer shall have negotiated and finalized a management agreement for operations within the Property. The management agreement must preserve tax exempt status allowing for the potential of future bond financing.
- g. Both parties to have received necessary internal approvals.

BINDING PROVISIONS. The following provisions are considered binding and survive the termination of the LOI.

- 14. **Commissions.** Seller and Buyer each represent that no brokers have been involved in the transaction and shall mutually indemnify each other of any alleged brokerage commission claim.
- 15. **Seller Representations.** Seller represents and warrants that Seller has sufficient capital to extinguish all bonds and discharge the mortgage.
- 16. **Non-Solicitation.** Following mutual execution of this LOI, Seller agrees that until the closing date or the Buyer indicates in writing that it is declining to continue forward with acquiring the Property, Seller shall withdraw the Property from sale to the public and shall neither solicit nor negotiate any other offers regarding the Property, provided that Buyer is negotiating in good faith toward the execution of the Purchase Agreement as specified herein.

Except as otherwise stated, this LOI is not intended as, and does not constitute, a binding agreement, but is merely intended to specify the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal right against the other party by reason of signing this Proposal or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction, unless or until all of the terms and conditions of the proposed transaction have been negotiated, agreed to by all parties and set forth in the purchase contract which has been signed and delivered to both parties.

Sincerely,

DEXTER COMMUNITY SCHOOLS

By: _____

Name:

Its:

AGREED AND ACCEPTED BY:

THE CHELSEA HEALTH AND WELLNESS
FOUNDATION, Michigan non-profit
corporation

By: _____

Name:

Its:

[INSERT SCHOOL DISTRICT LETTERHEAD]

March 5, 2024

BST Investments, LLC
Attn: Steve Brouwer
2830 Baker Road
Dexter, Michigan 48130

**Re: Letter of Intent (“LOI”) to Purchase
Dexter Town Center Condominium Unit 2 (“Property”)**

Steve:

Dexter Community Schools (“**Buyer**”) offers to purchase the Property from BST Investments, LLC (“**Seller**”) on the following terms and conditions:

1. **Purchase Price**: A maximum not to exceed of \$3,136,500 for the purchase of the Property after Substantial Completion (defined below) of a Senior Center Facility on the Property (“**Senior Center**”) payable by wire transfer or other immediately available funds at the closing. Substantial completion shall be: (1) when the Senior Center has received a temporary certificate of occupancy and the Senior Center is sufficiently complete in accordance with the agreed upon plans and specifications so that the Buyer can begin to use the Senior Center for its intended use while the final punch list items (minor fixes or modifications that must be completed so that the Senior Center’s agreed upon specifications are considered finished and the Buyer can occupy the building for its intended use) are completed; (2) Seller’s architect or engineer certifies to Buyer that the Senior Center’s construction is substantially complete in accordance with the agreed upon and approve plans and specifications; and (3) three (3) days after Buyer is in receipt of the architect’s certification, Buyer and Seller conduct a joint inspection of the Senior Center and jointly confirmed that construction is complete subject only to punch list items. The holdback shall be 200% of the Seller’s Architect’s certified estimated cost to complete the punch list items and work necessary to obtain the final certificate of occupancy and any outstanding amounts due to contractors.
2. **Earnest Money**. None.
3. **Opening of Escrow**. Seller and Buyer shall work cooperatively and endeavor to open escrow with a definitive Purchase and Sale Agreement (the “**Agreement**”) containing these and other terms customary for a transaction of this nature and complexity (including requisite third-party consents, estoppels, corporate formalities and legal opinions) within 21 days following execution of this Letter of Intent.
4. **Anticipated Closing Date**. The closing date shall be ten (10) days after Substantial Completion.
5. **Inspection Period**. Buyer shall have 60 days from the date the Purchase Agreement is executed to conduct and complete Buyer’s comprehensive due diligence and review of the

Property (the “***Inspection Period***”). The completion of the due diligence and feasibility review will be conducted by Buyer at Buyer’s cost and to Buyer’s satisfaction, and the decision by Buyer at the end of the Inspection Period to move forward with this transaction or not, will be exercised in the sole and absolute discretion of Buyer. If Buyer elects not to move forward with the transaction, Buyer may terminate the LOI and, if applicable, the Agreement.

6. **Property Information.** Seller, through the Dexter Town Center Condominium, has provided Buyer with the initial tranche of due diligence materials and shall continue to provide Buyer with all information about the Property in the possession and reasonable control of Seller (and Seller’s consultants) to Buyer. Buyer is in possession of Phase I Environmental Site Assessment (2006), Phase II Environmental Site Assessment (2006), and the Baseline Environmental Assessment (2007) prepared by AKT Peerless Environmental Services (“***AKT Peerless***”). Any original documentation provided to Buyer shall be returned to Seller should negotiations not result in a signed Agreement. In the event that Buyer does not close, Buyer will supply any other due diligence materials obtained by Buyer, to Seller.
7. **Inspections.** Buyer shall have the right to perform any usual and customary property inspection at Buyer’s sole cost and expense. The parties have entered into a Temporary Access Agreement governing the process and access rights for Buyer to conduct its inspections.
8. **Environmental.** Buyer will have the right to complete a Phase I Environmental Site Assessment and any additional environmental testing during the Inspection Period. Buyer, to expedite the process, engaged AKT Peerless to perform its environmental analysis and testing. The parties agree that the Inspection Period shall be extended to provide Buyer sufficient time to complete environmental due diligence, provided Buyer timely ordered the necessary testing and has not caused undue delays in AKT Peerless completing the necessary environmental inspections and reports. Seller shall provide Buyer at least sixty (60) days advance notice of the anticipated substantial completion date so that Buyer has the opportunity to update its environmental reports.
9. **Title and Survey.** Within ten (10) days after the execution this LOI by all parties, Buyer shall order, from First American Title (Marcia Lawless), at Seller's expense a commitment for title insurance for the Property without standard exceptions; provided however, that Buyer shall be responsible for the cost of a new or updated ALTA/NSPS Survey required to remove the standard survey exception. Buyer will have the right, at Buyer’s cost, to order a new or updated ALTA/NSPS Survey that is acceptable to Buyer during the Inspection Period. Buyer has contracted PEA Group, who performed the original engineering and surveying, to assist with this transaction as well.
10. **Title Insurance and Escrow Prorations.** Customary prorations (real estate taxes, assessments, and the like) shall be prorated between Buyer and Seller at closing and, at Seller’s cost, Buyer shall be provided a policy of owner’s title insurance. Title shall be conveyed to Buyer free and clear of all liens and encumbrances, save and except those approved by Buyer during the Inspection Period.

11. **Purchase and Sale Agreement.** In the event that this LOI is acceptable to Seller, Buyer and Seller will negotiate a definitive purchase and sale agreement for the conveyance of the Property. Buyer shall prepare the initial draft of the purchase and sale agreement.
12. **Temporary Access Agreement.** The parties shall enter into a Temporary Access Agreement prior to executing the Agreement.
13. **Seller Obligations:** Seller's obligations, as will be more fully set forth in the Agreement, shall include the following:
 - a. Cause Seller's architect to prepare and then submit for and receive approval from Buyer all architectural elevations, plans, specification, and costs estimates for the Senior Center development consistent with Buyer's requirements for such development; provided, however, that the Senior Center development for purposes of this subparagraph shall not include documents and approvals related to the termination of Dexter Town Center Condominium, which are Buyer's responsibility pursuant to Paragraph 14 below;
 - b. Submit and support all applications for building permits, inspections, and plan reviews and pay all related fees in connection therewith, except for any such applications and fees that are related to the termination of Dexter Town Center Condominium, which are Buyer's responsibility to prepare and pay pursuant to Paragraph 14 below;
 - c. Assemble a highly qualified professional team including but not limited to a general contractor A. R. Brouwer Co LLC, architect Wah Yee Associates, and engineer PEA, and timely develop and construct the Senior Center in accordance with the plans and specifications approved by Buyer; provided, however, that development and construction of the Senior Center for purposes of this subparagraph shall not include actions related to the termination of Dexter Town Center Condominium, which are Buyer's responsibility pursuant to Paragraph 14 below;
 - d. Monitor the course of construction in partnership with the Buyer, including any process or change order requests;
 - e. Reasonably assist Buyer in obtaining the approval needed to terminate the Dexter Town Center Condominium and reasonable documents necessary to accomplish same; and
 - f. Keep Buyer informed about any matters that could impact timing of the Senior Center and the costs elements.
14. **Buyer Obligations.** Buyer's obligations shall include, but are not limited to, the following:
 - a. Review and approve submittals relative to the design, cost estimates, and plans and specifications for the Senior Center;
 - b. Review, approve, and provide assistance and guidance where necessary prior to the

filing of any plan, lot split, and other governmental approval in connection with the Senior Center's development;

- c. Pursue all approvals needed to terminate the Dexter Town Center Condominium;
- d. Prepare all documents necessary to terminate the Dexter Town Center Condominium (including surveys, legal descriptions, and easements), all of which shall be subject to approval by Seller; and
- e. Provide proof of sufficient funds to purchase the Property at closing.

15. **Conditions Precedent.** In addition to the foregoing, the following conditions precedent ("Conditions Precedent") to closing shall be including in the Agreement and satisfied prior the closing date; provided, however, that Buyer shall have notified Seller that the conditions set forth in sections a, c, e, f, g, and h are either satisfied or are waived as Conditions Precedent before Seller has any obligation to begin construction of the Senior Center. Unless the Seller is in default, Buyer shall have no ability to terminate the contract for the purchase of the Property/construction of the Senior Center once Seller begins construction of the Senior Center on the Property pursuant to Buyer's notification of the satisfaction or waiver of the conditions set forth in sections a, c, e, f, g, and h.

- a. Documents necessary for the dissolution of the Dexter Town Center Condominium, subsequent transfers of all tenant-in-common interests to Buyer, and any and all easement and access agreements so that Units 1 and 2 are combined and Unit 3 is a stand-alone parcel are held in escrow with the Title Company.
- b. Receipt of a Temporary Certificate of Occupancy for the Senior Center as developed in accordance with the plans and specifications approved by Buyer;
- c. Complete environmental inspections and reports regarding the Property satisfactory to Buyer;
- d. Fee simple title to the Property free and clear of all mortgages, liens, or other encumbrances except those accepted or deemed accepted by Buyer;
- e. Buyer shall be in possession of all surveys and engineering reports to support the dissolution of the Dexter Town Center Condominium and subsequent lot split;
- f. Buyer shall have closed on the Purchase and Sale Agreement for the acquisition of Unit 1 of the Dexter Town Center Condominium;
- g. Final Lease held in escrow between Buyer and Dexter Senior Center, Inc., a Michigan nonprofit corporation; and
- h. Both parties to have received necessary internal approvals.

BINDING PROVISIONS. The following provisions are considered binding and survive the termination of the LOI.

16. **Commissions.** Seller and Buyer each represent that no brokers have been involved in the transaction and shall mutually indemnify each other of any alleged brokerage commission claim.
17. **Non-Solicitation.** Following mutual execution of this LOI, Seller agrees that until the closing date or the Buyer indicates in writing that it is declining to continue forward with acquiring the Property, Seller shall withdraw the Property from sale to the public and shall neither solicit nor negotiate any other offers regarding the Property, provided that Buyer is negotiating in good faith toward the execution of the Purchase Agreement as specified herein.

Except as otherwise stated, this LOI is not intended as, and does not constitute, a binding agreement, but is merely intended to specify the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal right against the other party by reason of signing this Proposal or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction, unless or until all of the terms and conditions of the proposed transaction have been negotiated, agreed to by all parties and set forth in the purchase contract which has been signed and delivered to both parties.

Sincerely,
DEXTER COMMUNITY SCHOOLS

By: _____
Name:
Its:

AGREED AND ACCEPTED BY:

BST Investments, LLC, a Michigan limited liability company

By: _____
Name:
Its:



Board Goals

2024 - 2026

Strategic Plan Initiatives:



- ✓ The Dexter Schools community will work together to DEVELOP, EDUCATE, and INSPIRE students for an ever changing world.
- ✓ We will foster a culture of connectedness by focusing on social-emotional needs and building trusting relationships throughout all levels of the learning community.
- ✓ We will transform instructional practices to support SEL, life skills and content that provide our students with flexible pathways for learning.
- ✓ We will enhance the learning environment for all students by providing educational experiences within and beyond the classroom.
- ✓ We will stand for justice and equity by promoting meaningful and sustainable actions to create an inclusive learning and working environment that embraces diversity of ideas, experiences and voices.

Goals:

- **Graduation Rate:** The 4-year graduation rate will meet or exceed 95%.
- **Math and Reading Achievement:** DCS students will achieve growth in reading and math as compared to peer schools.
- **Post-Graduation Planning:** The district will implement a robust Post-Graduation planning process engaging all high school students and parents by the end of 2024-2025 and expanded to engage middle and elementary school students and parents in 2025-2026.
- **Facilities Planning:** The district will conduct a comprehensive analysis of our current/future facility needs, which shall include a 10-year facilities study and analysis of environmental and sustainability impacts.

Dexter Community Schools Multigenerational Committee

MINUTES

February 23, 2024 - 10:00am Bates

Call to order: 10:04am

Present: Chris Timmis (Superintendent), Sharon Raschke (Senior Project Manager/CFO - DCS - Virtual), Dick Lundy (DCS Board Treasurer), Ann Davis (Dexter Senior Center - Virtual), Craig McCalla (Principal for Operations), Jerry Brand (Senior Center Facilities Committee), Jennifer Starrs (citizen), Ron Miller (Dexter Senior Center), Mike Bavineau (DCS Athletic Director), Jennifer Kangas (DCS Board), Jim Carson (Dexter Senior Center), Anne Williams (Dexter Senior Center)

1. Approval of Agenda - Jim Carson - moved to approve, Jennifer Kangas - second - unanimous
2. Approval of Minutes - Dick Lundy - moved to approve, Jim Carson - second - unanimous
3. Discussion of New Information:
 - a. Process with City - meeting has been set for March 7th for discussion on this Dexter Wellness Center and Dexter Senior Center project
 - b. Updates on Dexter Senior Center -
 - i. Dexter Senior Center facilities committee developed final design
 - ii. Dexter Senior Center construction proposal received from Brouwer
 - iii. Dexter Senior Center Board discussed entire project budget
 - iv. Dexter Senior Center Facilities Committee/Board approved final design and added alternates that will be fully funded by a Donor.
 - v. Dexter Senior Center Board approved by resolution their support of the LOI for Dexter Wellness Center (Unit 1) and LOI Dexter Senior Center construction proposal (Unit 2)
 - vi. Brouwer to submit to the City of Dexter Planning Commission by 3/1 as required for an April planning commission meeting
 - c. Updates from legal
 - i. LOI for purchase of Dexter Wellness Center (Unit 1) - district attorneys have looked over documents and provided detailed documents
 - ii. LOI for purchase of Dexter Senior center to be built (Unit 2) - district attorneys have looked over documents and detailed documents

Dexter Community Schools Multigenerational Committee

- d. Budget
 - e. Operation of Dexter Wellness Center - discussions are still in progress to create an operational agreement with a provider that maintains operational financial sustainability with no impact on the DCS general operational funds while continuing access to the community
 - f. Timeline
 - g. Continued Process for Community Input and Timeline - communication on what is happening and steps
4. Next steps:
- a. Discussion -TBD
 - b. Next meeting - March 14th at 12:30 at Bates
5. Public Comment - NA
6. Adjournment - 12:07 p.m.

Dexter Community Schools

SEX EDUCATION ADVISORY BOARD



Sex Education Advisory Board Meeting Agenda

Dexter High School - Conference Room

2/21/24

Present: Ryan Bruder, Dr. Laura Babe, Dr. Randy Desrochers, Dr. Jessica Fealy, Kim Kirkey, Kiara Kapusansky, Crystal Zurek, Dan Trevisan, Amy Reiser, Ann Pregont, Laura Preston, Pr. Tim Broyles, Kari Reschke

Absent: Katie Barry, Ann Pregont, Cole Doty, Mutheu Esilaba, Anne Scruggs, Kaela Laurin, Penni Jones

Guests Present: Danielle Dros

- 1) Meeting Minutes from 1/10/24
 - a) Motioned by **Kim Kirkey**
 - b) Seconded by **Laura Preston**
- 2) Approval of Agenda
 - a) Motioned by **Tim Broyles**
 - b) Seconded by **Amy Reiser**
- 3) Public Participation - None
- 4) Action Items
 - a) NIRN Hexagon Tool Overview - Ryan **Ryan Bruder** gave an overview of the **NIRN Hexagon Tool** and explained how it might be used to help with a **curriculum review**.
 - b) Danielle Dros, Regional School Health Coordinator **Danielle Dros** presented on **three curriculum review tools (HECAT, HIV/STI Sexuality Evaluation Tool, District Created Tool)**. **Ms. Dros** also shared three curricular resources that are highly recommended with their strengths and limitations (**Michigan Model for Health, Puberty the Wonder Years, and 3R's: Rights, Respect and Responsibility - MI Version**).
 - c) Stakeholder and Student Survey Creation - **SEAB members** worked in small groups to further develop **SEAB survey** for students in grades 7-12 and **survey for parents/guardians of students**. All in draft form.
- 5) Future Business
 - a) April Meeting Date - Change to 4/10/24? **Approved, calendar invite sent.**