

EDUCATIONAL SERVICES AGREEMENT
between
Mt. Morris Consolidated Schools
and
Genesee County Juvenile Justice Center

This Amendment is effective July 1, 2024, and is between Genesee County, Michigan (the “County”), a Michigan municipal corporation acting through the Genesee Valley Regional Center (“G.V.R.C.”) whose address is 4287 W. Pasadena Avenue, Flint Township, Michigan 48532, and Mt. Morris Consolidated Schools, a Michigan general powers school district, whose address is 12356 Walter Street, Mt. Morris, Michigan 48458 (the “School District”) (collectively, the County, G.V.R.C., and the School District together, are referred to as the “Parties”).

WHEREAS, the Parties executed an Educational Services Agreement effective July 1, 2016 through June 30, 2017, (the “Agreement”), pursuant to which the School District would provide Educational Services to G.V.R.C.; and

WHEREAS, the Parties extended the Agreement to cover the years 2017-2018, 2018-2019, 2019-2020, with the current extension terminating as of June 30, 2024; and

WHEREAS, the Parties wish to amend the Agreement to provide further clarity in staffing and payment terms and to extend the Agreement through June 30, 2025.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended by a period of one year ending on June 30, 2025.
2. Effective July 1, 2024, the County shall commence quarterly estimated payments as provided in Paragraph 4 of this Fourth Amendment. The County shall pay the School District’s quarterly invoices 2024-2025 within 45 days of the end of receipt of said invoice. Payment for the final quarter of the year shall be based on the year-end financial statements for actual program expenses and shall true-up the prior estimated payments for the fiscal year. The annual reimbursement for the extension period is \$100,000.00.
3. Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 3.1 The School District will assign teaching staff to the facility based on a ratio of one teacher per program youth group, with no more than 12 youth per group, with a minimum of four teaching staff to be assigned by the School District. If the student count exceeds 48 youth, the School District may assign temporary staff, including substitutes, to fill the staffing need. Any changes to this teaching staff allocation and assignment must be a written and approved (County Board and District) amendment to the agreement.
4. Section 5, Compensation, of the Agreement is deleted in its entirety and replaced with the following:

5. Compensation

5.1 At least quarterly, the School District shall provide to the County a budget showing the School District's projected cost of providing the educational services required by this Agreement. The budget shall show revenue from all sources, and all expenses.

5.2 The County shall pay to the School District the difference between the amount budgeted by the School District under Section 5.1 and the amount of funding the School District receives under Paragraph 5.2. These amounts shall be paid by the County on a quarterly basis based on the budget presented by the School District.

5. The following Section 7, Termination, is hereby added to the Agreement:

7. **Termination.** Either party may terminate this agreement prior to its expiration upon ninety (90) days written notice to the addresses set forth above. The County shall pay the School District for services provided up until the date of termination.

6. The remaining terms of the Agreement remain unchanged and in full effect.

Mt. Morris Consolidated Schools

By: _____
Mickie Kujat, Superintendent

Date: _____

County of Genesee

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____