

EDUCATIONAL SERVICES AGREEMENT
between
Mt. Morris Consolidated Schools
and
The Learning Co-Op

This Amendment is effective July 1, 2023, and is between Genesee County, Michigan (the "County"), a Michigan municipal corporation acting through The Learning Co-Op program whose address is 1309 N. Ballenger Hwy, Flint, Michigan 48504, 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, and the School District together, are referred to as the "Parties").

WHEREAS, the Parties executed an Educational Services Agreement effective July 1, 2023 through June 30, 2024, (the "Agreement"), pursuant to which the School District would provide Educational Services to The Learning Co-Op; and

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby for a period of one year ending on June 30, 2024.
2. Effective July 1, 2023, the County shall commence quarterly estimated payments as provided in Paragraph 4. The County shall pay the School District's quarterly invoices 2023-2024 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.
3. 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 10 students at a time (20 students per day), with a minimum of two teaching staff to be assigned by the School District. 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. Expenses include, but is not limited to: rent for building, utilities, internet services, cleaning / trash services, food, and transportation.

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
Mickie Kujat, Superintendent

Date: 11/30/23

County of Genesee

By: Ellen J. Ellenburg
Board of County Commissioners

Date: 12-5-2023