



Muskegon Heights Public Schools

2603 Leahy Street • Muskegon Heights, MI 49444 • Phone 231-830-3221 Fax 231-830-3560

School District of the City of Muskegon Heights Request for Qualifications 21-001

Director of Charter School Oversight Responses due by 5:00 p.m., Friday, June 18, 2021

The Board of Education (the “Board”) of the School District of the City of Muskegon Heights (the “District”) invites qualified persons to submit qualifications for the provision of professional services to the District as a Director of Charter School Oversight (“CSO Director”). The CSO Director shall be the lead administrator for performance of functions and responsibilities for the District as the authorizing body in oversight of public school academies operating under charter contracts issued by the Board.

The Board currently oversees the Muskegon Heights Public School Academy System (the “Academy System” or “System”) only, pursuant to a charter contract (“Charter”) issued on July 9, 2012. (For more information see General Overview herein).

Contractor’s response to this RFQ (“Response”) must be submitted electronically to **John Lewis**, Assistant Superintendent of Finance and Administration, at lewisjoh@mhpsnet.org, with cover letter addressed as follows:

Board of Education
c/o John Lewis, Assistant Superintendent
School District of the City of Muskegon Heights
2603 Leahy Street
Muskegon Heights, MI 49444

Re: Response to RFQ for Director of Charter School Oversight

Selection of Contractor and award of service contract shall be made by Board at its special meeting on June 25, 2021. The Board, at its discretion may invite prospective contractors to interview virtually with the full Board prior to or during the June meeting before a final contract is awarded.

The Board reserves the right to accept or reject any and all Responses submitted for any reason. This Request for Qualifications is not a contract for services and does not commit the Board to interview, award a contract, or pay costs incurred in the preparation of the Response or to procure services.

I. GENERAL OVERVIEW

The Muskegon Heights Board of Education is an authorizing body for the Muskegon Heights Public School Academy System (the “Academy System” or “System”) pursuant to a charter contract (“Charter”) issued on July 9, 2012. The System has current enrollment of approximately 608 students in grades K-12. Students are enrolled, depending on grade level, at three (3) separate buildings in the District – an elementary, middle and high school. The System leases all three school buildings, along with athletic facilities, administrative and operations buildings from the District for \$1.00 annually.

The System is governed by a five-member board of directors. The Academy System Board currently has one (1) vacancy. The System Board is primarily responsible for setting policy, adopting operating and capital budgets, establishing long-term Academy System and student achievement goals, and hiring the Superintendent.

The Academy System does not contract with a full-service education service provider for the management or operation of the System. Instead, the System directly employs a Superintendent, Mrs. Rane’ Garcia, who acts as the chief executive officer of the Academy System. Mrs. Garcia is responsible to the System Board for carrying out policy, administering the operation of the System and its individual schools, supervising all Academy System personnel, and advising the System Board on all educational matters. In addition to the Superintendent, the System employs other key administrators, including two assistant superintendents, a Chief Financial Officer and Special Education Director (the “Leadership Team”). The Leadership Team, under the direction of the Superintendent operates and manages a team of approximately eighty (80) teachers and other school professionals employed by Midwest Management Group, Inc. pursuant to a staffing agreement with the Academy System.

The Academy System’s total budget revenues from state and federal sources are more than \$8.3 million annually.

II. QUALIFICATIONS AND CERTIFICATIONS

The purpose of this RFQ is to solicit responses from experienced contractors to provide professional services to the District, as a Director of Charter School Oversight (“CSO Director”). The CSO Director shall provide services on an as needed basis and have autonomy to work both remotely and in person, as necessary for effective administration of responsibilities. The CSO Director shall attend monthly regular board meetings of the System board of directors and Board of Education, and any additional special meetings as requested.

Contractual CSO Director services to the District shall be deemed non-exclusive, but interested contractors must be accessible/available for support to the District or System during school business hours (8:30 a.m. – 4:30 p.m.), notwithstanding other customer or client demands. The scope of CSO Director services shall include provision of the

“Essential Functions/Responsibilities” listed below, including site visits to the System in the manner and with frequency based on best practices recommended by CSO Director.

All included, the District estimates CSO Director services may require up to 30 hours per week (“Hourly Estimate”). Interested contractors should calculate base monthly fee totals and capacity on the Hourly Estimate. Hourly Estimate is exclusive of travel time, which shall not be compensated separately from monthly fee payment.

Compensation terms and scope of services to be performed by selected contractor shall be in accordance with the provisions of an Independent Contractor Agreement, in substantial form as provided in **Exhibit A**. By submitting a Response, candidates acknowledge and agree to the terms of service in Exhibit A. Any exceptions to the terms and conditions contained therein, or any other special considerations or conditions requested by respondent shall be expressly/specifically enumerated and submitted as part of its Response. Exceptions or special conditions of contractor will not be binding upon the District unless accepted in advance by the Board and incorporated into the final contract.

Education/Experience

CSO Director must possess and provide evidence of prior public school academy (“PSA”) oversight experience and qualifications. CSO Director shall act as the lead representative and liaison responsible for ensuring the District satisfies and performs the oversight functions and obligations of an authorizing body as required by Section 507 of Part 6A of the Revised School Code of Michigan. (See MCL 380.507). Addition, CSO Director shall assist in the development of a long-term educational strategic plan and correlated standards to measure the performance of the Academy System in fulfillment of its Charter.

Essential Functions/Responsibilities

- Prepare, review and submit charter contract, reports or compliance documents in accordance with authorizer reporting requirements;
- Work directly with District Assistant Superintendent of Finance to review and create reports on the financial health of the Academy;
- Develop and implement processes for holding System accountable for meeting applicable academic performance standards set forth in the Charter;
- Attend Academy System board meetings and Board of Education meetings; provide written reports to the Board of Education upon request;
- Assist in the development of Education Strategic Plan for the District;
- Review charter contract renewal and new charter applications if applicable;
- Oversee and ensure pupil admission processes used by Academy is fair and open in compliance with Charter and state law;
- Ensure the board of directors of Academy maintain and release information as necessary to comply with state law and charter;
- Review charter school personnel files (teaching certificates, administrative certifications, etc.) and issue report on compliance with applicable law;
- Inspect buildings for compliance with environmental health and safety regulations;
- Provide academic corrective action recommendations to authorized academies for improvement;

- Provide governance recommendation support to authorized academies.
- Other recommended practices necessary to comply with Section 507 of Michigan Revised School Code.

III. SUBMISSION REQUIREMENTS

Qualified Responses should include the following information and supporting documentation:

1. Brief cover letter of interest, identifying the respondent name/firm name and primary contact information.
2. Respondent background/qualifications and years of experience in all areas of proposed support. Provide description of specific prior experience, and highlight in particular, any experience with MDE Charter School Authorizer Assurance and Verification reviews.
3. Resume or Curriculum Vitae. If respondents are representative of a multi-member firm or partnership, proposed lead executive who will be single point of contact should be identified, and all key team member resumes or bios, and statements as to roles and responsibilities must be included.
4. Two (2) professional references from individuals/agencies, who are familiar with the respondent's charter school oversight experience.
5. Briefly describe how you propose to perform contract services (i.e., remotely, with in-person site visits, inspection, virtual meeting attendance). Response must disclose conflicts or commitments to other clients (whether existing or anticipated in the future) that may affect ability to perform scope of requested services to the District up to Hourly Estimate.
6. Proposed fee total based on Hourly Estimate: expressed as a flat fee of 12 monthly installments and the annual total:
 - a. \$_____/month x 12 months; \$_____ annually
 - b. other expenses may be proposed for consideration, but respondents are strongly encouraged to include all expenses in flat monthly fee estimate.
7. Completed Conflict of Interest Affidavit (see **Exhibit B**)
8. Any additional information respondent believes would be of assistance to the Board in the selection process.

IV. SELECTION CRITERIA AND TIMELINE

Responses shall be due electronically by **5:00 p.m., June 18, 2021**. Any bid Response received by email, time and date stamped after the deadline, shall not be eligible for consideration.

Finalists approved by the Board may be invited to interview with the Board at or before a Special Board Meeting to be held on Friday, June 25, 2021.

Any additional information requested by the Board subsequent to submission of the Response must be submitted in advance to the Office of the Assistant Superintendent of Finance and Administration not later than Tuesday June 22, 2021 by 4:00 p.m.

Selection of a service provider will be made on **Friday, June 25, 2021** at a Special Board meeting. CSO Director contract shall be authorized to be finalized between the Board and the awarded service provider prior to the effective date of service. The Board anticipates services to be effective as of July 1, 2021.

V. REQUESTS FOR CLARIFICATION

Respondents shall promptly notify the District of any ambiguity, inconsistency, or errors that they may discover upon examination of the RFQ and accompanying documents. Prospective candidates may request that the District clarify information contained in this RFQ. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written requests for clarification within two (2) business days after the receipt of such request. **The District will not respond to any request received after 4:00 p.m. on June 17, 2021.** All requests for clarifications must be emailed to John Lewis, Assistant Superintendent of Finance and Administration, at lewisjoh@mhpsnet.org.



Muskegon Heights Public Schools

2603 Leahy Street • Muskegon Heights, MI 49444 • Phone 231-830-3221 Fax 231-830-3560

EXHIBIT A FORM OF CHARTER SCHOOL OVERSIGHT SERVICE PROVIDER AGREEMENT

This Charter School Oversight Service Provider Agreement effective as of _____, 2021 (“Effective Date”), is by and between _____, [an individual][a Michigan Limited Liability Company] (hereinafter referred to as “Contractor”), and the **SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS**, a Michigan general powers school district (hereinafter referred to as “Muskegon Heights” or “the District”) to document the terms and conditions under which Contractor may provide charter school oversight and compliance services to Muskegon Heights as described herein.

RECITALS

- A. Contractor is authorized under Michigan law to enter into agreements of the kind described herein;
- B. Muskegon Heights is authorized pursuant to the Revised School Code of 1976, as amended (the “School Code”) to enter into contracts of the kind described herein;
- C. Pursuant to Part 6A of the Revised School Code, Muskegon Heights is an authorizing body;
- D. Pursuant to Part 6A of the School Code, Muskegon Heights is authorized to issue contracts for the organization and operation of public school academies (“PSAs”);
- E. Pursuant to Part 6A of the School Code Muskegon Heights is responsible for overseeing compliance by the boards of directors of the PSAs the District authorizes with their charter contracts and all applicable law;
- F. Pursuant to Part 6A of the School Code, as an authorizing body, Muskegon Heights is authorized and required to oversee each public school academy it authorizes;
- G. Muskegon Heights seeks to engage contractor to assist in providing oversight and compliance services; and
- H. Contractor has determined that it will provide Muskegon Heights with charter school oversight and compliance services as described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.01 Capitalized terms used in this Contract shall have the following meanings:

“Compliance and Oversight Reports” means monthly written reports, in a form acceptable to Muskegon Heights, to be delivered by Contractor to Muskegon Heights which contain at a minimum the following information: PSA board meeting report, an authorizer compliance report, as well as financial, inspection, audits, academic or other reports as they become available.

“Charter Contract” means the contract issued by Muskegon Heights authorizing the operation and management of a Muskegon Heights PSA.

“Educational Service Providers” means companies with contracts to provide management of Muskegon Heights PSAs, as such are generally described in the School Code.

“Financial Reports” means the reports delivered to Muskegon Heights by Contractor in a form acceptable to Muskegon Heights;

“Muskegon Heights PSA” means any public school academy authorized by Muskegon Heights.
“PSA Oversight and Compliance Services” means the services provided by Contractor pursuant to this Agreement as more fully described in Article II hereof.

“Reporting Requirements” means the requirements described in the Charter Contract for each PSA which have been established by Muskegon Heights.

ARTICLE II PSA OVERSIGHT AND COMPLIANCE SERVICES

2.01 At the direction of Muskegon Heights, Contractor will assist Muskegon Heights in the performance of its responsibilities as an authorizing body as described in the School Code, MCL 380.502 by doing all of the following:

- A. Review compliance submissions in accordance with Reporting Requirements;
- B. Review and create the Financial Reports three times per school year, regarding the financial health of each Muskegon Heights PSA based on quarterly financial report submissions;
- C. Attend each Muskegon Heights PSA Board of Directors meeting and provide Compliance and Oversight Reports to Muskegon Heights a summary of the meeting and, where applicable, recommendations for action;
- D. Review charter applications and contract renewals;
- E. Utilizing public data and data provided by Muskegon Heights, produce reports illustrating the academic performance of each Muskegon Heights PSA;

F. Review each Muskegon Heights PSA's (or its contracted employer's) personnel files (teaching certificates, administrative certifications, etc.) and issue a report on compliance with applicable law;

G. Inspect buildings for compliance with environmental health and safety regulations;

H. Provide academic support to each Muskegon Heights PSA; I. Provide governance support to each Muskegon Heights PSA;

J. Utilize the Contractor compliance monitoring system to review submissions of each Muskegon Heights PSA for compliance with its Charter Contract and applicable law, timeliness and accuracy in accordance with the Reporting Requirements; and

k. Services related to educational planning, including strategic planning, school improvement plans, district improvement plans and educational strategic plans for the authorizer;

2.02 Contractor shall not provide legal services or legal advice and counsel to Muskegon Heights. Nothing in this Agreement, including the performance of the PSA Oversight and Compliance Services shall be construed as the provision of legal advice and counsel.

2.03 Unless such access and use is memorialized in a separate agreement, Contractor shall not have access to, and shall not access, information contained in the education record of any student (as that term is defined in 20 USC 1232g or 34 CFR Part 99, which is the Family Education Rights and Privacy Act and its implementing regulations) of a PSA authorized by Muskegon Heights, unless that information is designated as directory information whose distribution a parent/guardian or eligible student has not prohibited.

2.04 Notwithstanding the foregoing, the performance of the PSA Oversight and Compliance Services as described above shall not relieve Muskegon Heights of any of its responsibilities under the School Code.

ARTICLE III MUSKEGON HEIGHTS RESPONSIBILITIES

3.01 Contractor shall provide the PSA Oversight and Compliance Services, but Muskegon Heights will maintain ultimate responsibility for its duties as an authorizing body under the School Code.

3.02 Muskegon Heights is responsible for providing Contractor with appropriate access to its facilities, all academic, financial and other data that Contractor requires or may reasonably request in order to deliver the PSA Oversight and Compliance Services.

3.03 Muskegon Heights shall remain responsible for the vetting and selection of Muskegon Heights PSA board members.

3.04 Muskegon Heights must provide all of the following information:

- a. All information required in order for Contractor to gain access to aggregated and non-protected or privileged information maintained by the Michigan Department of Education Bureau of Assessment and Accountability (“BAA”) and Center for Educational Performance and Information (“CEPI”), Northwest Evaluation Association Measures of Academic Progress and Scantron Performance Series.
- b. PSA board member information, including names, titles, mailing and email addresses, phone numbers and term expiration dates, as well as board meeting minutes for twelve months preceding the date of this Agreement, Muskegon Heights’s Reporting Requirements calendar for the school years during the term of this Agreement.
- c. All financial information required by Michigan law for twelve months preceding the date of this Agreement, including quarterly reports, audits and management responses.
- d. Rosters with names and contact information for all Muskegon Heights PSA school leaders, financial compliance personnel, and school board compliance personnel.
- e. The names and contact information for all Education Service Providers and copies of all contracts with such Education Service Providers.
- f. Copies of all current Charter Contracts, and leases for Muskegon Heights PSAs’ school facilities.
- g. Any other information that Contractor may reasonably request in order to perform under this Agreement.

**ARTICLE IV
TERM**

4.01 Unless earlier terminated as set forth below, this Agreement shall commence on the Effective Date and shall continue until _____, 202_ (the “Initial Term”). The Initial Term of this Agreement shall subject to extension and renewal by the mutual written agreement of the parties executed no later than thirty (30) days prior to the end of Initial Term.

4.02 Muskegon Heights shall have the right to terminate this agreement, without cause, upon thirty (30) days written notice. If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement, in full or in part, for cause, in accordance with the following procedure: The non-defaulting party shall give the offending party written notice of default and a reasonable opportunity to remedy the violation. Reasonable shall be based on the nature of the default and in no event shall exceed thirty (30) days. If at the end of such 30-day period, the party notified has not remedied the purported violation, the non-defaulting party may terminate this Agreement immediately.

**ARTICLE V
COMPENSATION AND INDEPENDENT CONTRACTOR STATUS**

For the performance of this Agreement by Contractor, Muskegon Heights will pay Contractor, in arrears, the sum of _____ (\$_____.00) Dollars per month, as may be prorated, upon submission of an invoice. You will not participate in any employee benefit

programs offered by Muskegon Heights to its employees. Muskegon Heights shall not be obligated to pay you compensation during any period in which you are unable to render the services requested because of sickness, injury, or other disability.

Contractor's relationship to Muskegon Heights shall be that of an independent contractor and not of an officer, employee, or agent of Muskegon Heights. Muskegon Heights shall have no liability to Contractor except to pay Contractor's compensation and to reimburse appropriate expenses. Muskegon Heights will not withhold FICA (Social Security and Medicare taxes) from Contractor's compensation or make FICA payments on Contractor's behalf. Likewise, Muskegon Heights will not make state or federal unemployment compensation contributions on Contractor's behalf. Contractor will pay all taxes incurred while performing services under this Agreement - including all applicable income taxes and, if applicable, self-employment (Social Security) taxes. On demand, Contractor shall provide Corporation with proof that such payments have been made.

ARTICLE VI MISCELLANEOUS

6.01 Meetings. The parties agree to meet as necessary to address issues which arise hereunder.

6.02 Relationship of the Parties. The relationship between the parties created by this Agreement shall not construed to be that of partners, agents, or joint venturers for one another. Nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purpose.

6.03 Entire Agreement and Amendments. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, discussions and understandings between the parties. This Agreement may be amended only by a written instrument duly executed by all parties hereto.

6.04 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

6.05 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

6.06 Binding Effect and Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person or entity other than the parties to this Agreement or any their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or document delivered pursuant, it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

6.07 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

6.08 Notices. All written notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be personally delivered with receipt

obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Contractor to:

[Insert Contractor Information]

If to the Muskegon Heights District, to:

Board of Education
c/o John Lewis, Assistant Superintendent
School District of the City of Muskegon Heights
2603 Leahy Street
Muskegon Heights, MI 49444

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this section.

6.09 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

6.10 No Assignment. Neither party may assign or transfer the whole or any part of this Agreement or any monies due or to become due hereunder without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.



Muskegon Heights Public Schools

2603 Leahy Street • Muskegon Heights, MI 49444 • Phone 231-830-3221 Fax 231-830-3560

EXHIBIT B CONFLICT OF INTEREST AFFIDAVIT

The School District of the City of Muskegon Heights is concerned about potential conflicts of interest in a contractor’s relationship with the Academy System. A conflict of interest occurs when your personal interests interfere, or appear to interfere in any way, with the interests of the District or the Academy System. A conflict of interest can arise either when you have interests that may make it difficult for you to fully perform your obligations or when you otherwise take action for your direct or indirect benefit, or the direct or indirect benefit of someone else that is inconsistent with the District’s interests, responsibilities and obligations as an authorizing body to the Academy System.

Conflicts of interest also arise when you or a member of your family receive improper personal benefits as a result of your relationship with the Academy System. You have an obligation to disclose any fact, relationship or transaction that could reasonably be viewed as a potential or actual conflict of interest.

The undersigned, the owner or authorized officer of the undersigned (“Contractor”), pursuant to the conflict of interest disclosure requirement provided in the District Request for Qualifications for Director of Charter School Oversight, hereby represents and warrants that, except as provided below, no familial, business or other relationships that may create a conflict of interest, or the appearance thereof, exist between the owner or any employee of Contractor, and any member of the Board of Education of the School District, the Academy System or the Superintendent of the Academy System. A list of the District’s Board of Education members, Academy System Board members and its Superintendent may be found at _____.

CONTRACTOR: _____

Signed: _____

Printed: _____

Title: _____

STATE OF _____)

) SS.

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, _____, Notary Public _____ County, _____ My Commission Expires: _____ Acting in the County of: _____