

# SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS

**Office of the Emergency Manager  
Donald B. Weatherspoon**

EFM Order 2012-4

BY THE POWER AND AUTHORITY VESTED IN  
THE EMERGENCY FINANCIAL MANAGER FOR THE  
SCHOOL DISTRICT OF THE CITY OF MUSKEGON HEIGHTS, MICHIGAN  
("EMERGENCY FINANCIAL MANAGER")  
THROUGH MICHIGAN COMPILED LAW ("MCL") §§141.1201 - 141.1291,  
380.1 - 380.1853, 388.1601 - 388.1772, 141.421 - 141.440a, 423.201 - 423.217  
and 38.71 - 38.191

THE EMERGENCY FINANCIAL MANAGER, DONALD B. WEATHERSPOON,  
HEREBY ISSUES THE FOLLOWING:

**ORDER REGARDING HIRING OF FISCAL CONTROL MANAGER  
AND ENTERING INTO SERVICES CONTRACT WITH THE  
SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK**

By the authority of the Emergency Financial Manager Act granted under Public Act 72 of the Public Acts of Michigan, 2011, (the "Act") and by the appointment of the Emergency Financial Manager of the District by the Governor of the State of Michigan pursuant to that Act, the following preamble and order is issued:

WHEREAS:

1. Pursuant to Section 21(j) of the Act, this Emergency Financial Manager intends to employ an individual to act as the Fiscal Control Manager for the Muskegon Heights Public School District.
2. Pursuant to Section 21(o) of the Emergency Financial Manager Act, the Emergency Financial Manager intends to contract with the School District of the City of Highland Park to

2603 Leahy Street, Muskegon Heights, MI 49444  
Phone: 231-830-3220  
Fax: 231-830-3560

provide fiscal control services to the School District of the City of Highland Park concurrent with the Manager's duties with the Muskegon Heights Public School District.

NOW, THEREFORE, BE IT ORDERED THAT:

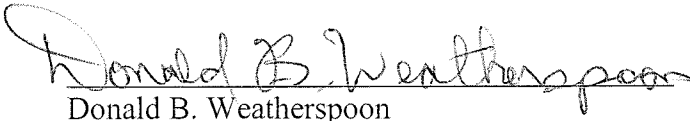
1. The Emergency Financial Manager shall consult with and advise the Muskegon Heights Board of Education with regard to the necessity of filing the position and the particulars of the contract with the employee.

2. The District shall employ John Lewis as its Fiscal Control Manager pursuant to a contract of employment to be finalized by the Emergency Financial Manager.

3. The Emergency Financial Manager shall consult with and advise the Muskegon Heights Board of Education on the terms and conditions of the contract for services with the School District of the City of Highland Park.

4. The Emergency Financial Manager shall enter into a contract with the School District of the City of Highland Park to provide for the use of the services of the District's Fiscal Control Manager as may be directed by the Emergency Financial Manager.

Dated: December 4th, 2012

  
Donald B. Weatherspoon  
Emergency Financial Manager

MUSKEGON HEIGHTS PUBLIC SCHOOLS

ADMINISTRATOR CONTRACT

This Agreement is entered into this 15th day of December, 2012 \_\_\_\_, between the Board of Education of Muskegon Heights, hereinafter called "Board", and the "Administrator".

The Board hereby hires and appoints John Lewis to the position of Fiscal Control Manager for the remainder of the fiscal year 2012/2013 and fiscal year 2013/2014, consisting of 52 weeks per year and the Board further agrees to compensate said Administrator for his services at the annual rate of Seventy Five Thousand & 00/100 Dollars (\$75,000), which compensation shall be in addition to the applicable benefits granted by the Board in conformance with any policies now or hereafter in effect. Specific benefits to the Administrator are attached hereto and incorporated herein by reference on Exhibit A. The salary provided for herein shall be prorated for services actually rendered in the event of termination of this agreement or in the event the Administrator shall fail to perform the contracted services for periods or causes not specifically permitted in the rules and regulations or where the services commence after the fiscal year has begun.

In accepting this assignment with the Board, it is my understanding that I am subject to policies established by the Board. I attest that I am qualified for the position as required by law.

Both the Board and Administrator agree that this contract is subject to the Rules and Regulations of the Board now in existence or which may be hereafter adopted and the statutes of the State of Michigan with reference thereto now in existence or which may be hereafter adopted or amended with regard to all other terms and conditions of employment.

It is understood that as an Administrator, I am subject to assignment and transfer at the discretion of the EFM of Schools, but shall not be required to perform services not directly connected with the Public Schools.

This agreement may be terminated for just cause in accordance with the applicable Rules and Regulations of the Board.

This contract shall be deemed to have been renewed for a period of one year beyond its expiration date of June 30, 2014, unless the Board shall have given written notice to the contrary to the Administrator in accordance with Act 183, Public Acts of 1980, as amended. The Administrator recognizes the exclusive right of the Board to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made. Lay-offs shall occur only upon the Administrator receiving 30-days advanced notice or such other notice as may be applicable pursuant to any collective bargaining agreement then in effect.

It is mutually understood and agreed that this Contract does not confer tenure upon the Administrator in the above-described position.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the date first given.

MUSKEGON HEIGHTS PUBLIC SCHOOLS  
Board of Education

Dated: 12/4/12

By Franklin Brewer  
Secretary of the Board of Education

Dated: 12/4/12

By Donald B. Weatherpoon  
Emergency Financial Manager

Dated: 12/3/12

By [Signature]  
Employee

## EXHIBIT A

The Board shall provide the Employee with the following Fringe Benefits.

- A. Amounts not to exceed \$2,000 for professional dues, fees, periodicals, etc. to be determined by the Emergency Financial Manager.
- B. Family Health and Hospitalization Insurance as provided to the Muskegon Heights Public Schools Administrators.
- C. All mandatory contributions to the Michigan Public Schools Retirement System.
- D. Mileage for use of Employee's car on District business at the then applicable IRS rate.
- E. The Board will provide Employee with a laptop computer for his use which shall remain on the property of the District, together with any proprietary information stored in any memory vehicle.
- F. Twenty days of annual vacation which shall not be carried over without prior approval fo the EFM or Board of Education.

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Board of Education

Dated: 12/4/12

By Franklin Brewer  
Secretary of the Board of Education

Dated: 12/4/12

By Donald B. Weatherman  
Emergency Financial Manager

Dated: 12/3/12

By [Signature]  
Employee

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