



*Regular  
Board Meeting*

*Board Room*

*September 15, 2025*



**Fruitport Community Schools**  
**BOARD OF EDUCATION MEETING**  
**Board Room**  
3255 E. Pontaluna Rd, Fruitport 49415  
**Monday, September 15, 2025 - 7:00 p.m.**

**I. CALL to ORDER**

**II. PLEDGE of ALLEGIANCE**

**III. ROLL CALL**

**IV. APPROVAL OF AGENDA**

**V. PRESENTATIONS**

**VI. COMMUNICATIONS**

1. Pontaluna Land, LLC – Michigan Tax Tribunal Petition

**VII. SUPERINTENDENT/ADMINISTRATIVE REPORTS**

1. November 4, 2025 Bond Proposal Update

**VIII. REMARKS FROM THE PUBLIC\***

**IX. CONSENT AGENDA**

1. Approval of Bill Listing (attachment IX-1)

<u><b>Fund</b></u>	<u><b>Amount</b></u>
<b>General Fund:</b>	\$398,131.66
<b>Other Funds:</b>	
Early Childhood Center	\$2,299.00
Capital Projects (Bond) - 2021	\$306,300.00
Cooperative Education (ISD) – Tech Millage	\$2,370.00
Credit Cards (All Funds)	\$97,452.25
<b>Total Bill List:</b>	<u><b>\$806,552.91</b></u>

2. Acceptance of August 2025 General Fund Financial Report (attachment IX-2)
3. Acceptance of August 2025 Investments Report (attachment IX-3)
4. Approval of Personnel Report (includes confirmation of new hires, resignations, retirees, and transfers) (attachment IX-4)
5. Approval of Regular Meeting Minutes from August 18, 2025 (attachment IX-5)

**X. GENERAL BOARD BUSINESS**

1. November 4, 2025 Bond Proposal Ballot Preview Attorney Approval – Ottawa County

**XI. BUSINESS & FINANCE COMMITTEE REPORTS & RECOMMENDATIONS**

**JB Meeuwenberg, Chairperson**

1. Report of Committee Meeting held September 8, 2025 (attachment XI-1)
2. Third Party Custodial Services Renewal – NAWA Professional Services (attachment XI-2)

**XII. PERSONNEL COMMITTEE REPORTS & RECOMMENDATIONS**

**Steve Kelly, Chairperson**

1. Report of Committee Meeting held September 8, 2025 (attachment XII-1)
2. Superintendent's Contract: July 1, 2026 – June 30, 2031 (attachment XII-2)

**XIII. STUDENT AFFAIRS COMMITTEE REPORTS & RECOMMENDATIONS**

**Tim Burgess, Chairperson**

1. Report of Committee Meeting held September 8, 2025 (attachment XIII-1)
2. English Language Learner Handbook (attachment XIII-2)

**XIV. BOARD MEMBER REPORTS AND DISCUSSIONS**

**XV. AGENDA ITEMS FOR FUTURE MEETINGS**

The Board will need to confirm the following tentative dates and times:

1. Business & Finance Committee Meeting: October 13, 2025 at 5:00 p.m.
2. Personnel Committee Meeting: October 13, 2025 at 5:30 p.m.
3. Student Affairs Committee Meeting: October 13, 2025 at 4:30 p.m.
4. Board of Education Regular Meeting: October 20, 2025 at 7:00 p.m.

**XVI. REMARKS FROM THE PUBLIC\***

**XVII. ADJOURNMENT**

\*Time is provided for members of the audience to address the Board of Education regarding any topic including items on the agenda. The Board is providing two opportunities for the public to comment during the meeting. The first is for people who wish to bring issues to the Board of Education for board consideration. At the end of the meeting, the Board will provide a brief opportunity for community members to comment on activities and/or discussion that took place during the Board meeting. Time limits may be placed if a large number of individuals would like to address the Board.

Note: Upon request to the Superintendent, the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.

**STATE OF MICHIGAN  
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS  
MICHIGAN TAX TRIBUNAL**

Pontaluna Land, Inc.,  
Petitioner,

vs.

MOAHR Docket No. 25-001711

Fruitport Charter Township,  
Respondent.

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**PROOF OF SERVICE  
(Property Tax Petition)**

On the date below I sent by *certified mail, return receipt requested*, a copy of the Petition to:

Township Assessor  
Fruitport Charter Township  
5865 Airline Hwy.  
Fruitport, MI 49415

Township Clerk  
Fruitport Charter Township  
5865 Airline Hwy.  
Fruitport, MI 49415

On the date below I sent by *first class mail* a copy of the Petition to:

Equalization Director  
Muskegon County  
173 E. Apple Ave., Suite 201  
Muskegon, MI 49442

County Clerk  
Muskegon County  
1903 Marquette Ave., Suite A104  
Muskegon, MI 49442

**Secretary, Board of Education**  
Fruitport Community Schools  
3255 E. Pontaluna Rd.  
Fruitport, MI 49415

State Treasurer  
Department of Treasury  
430 W Allegan Street  
Lansing, MI 48922

I declare that the statements above are true to the best of my information, knowledge and belief.

/s/ Laura M. Hallahan

Dated:   August 28, 2025

**STATE OF MICHIGAN  
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS**

Pontaluna Land, Inc.,  
Petitioner,

MICHIGAN TAX TRIBUNAL

v

Docket No. 25-001711

Fruitport Charter Township,  
Respondent.

Parcel No. 15-134-100-0001-00

**AMENDED  
PROPERTY TAX PETITION  
(Entire Tribunal, 2025 Tax Year)**

Petitioner, by and through its attorneys, Hallahan & Associates, P.C., contends:

1. ☒ The property that is the subject of this appeal is **one real property parcel**:

Parcel Number	15-134-100-0001-00		
Address	1641 E. Pontaluna Rd.		
Classification	201 Comm	Use	Vacant
County	Muskegon	Sch Dist	Fruitport Community Schools

2. ☒ N/A. If the assessment at issue was protested, the protest was made to Respondent's:  
☐ March, ☐ July, ☐ December Board of Review.
3. Respondent, identified above, assesses and collects taxes on the subject property.
4. Petitioner is a taxpayer/party-in-interest with respect to property taxes on the subject property.
5. The Petitioner's principal office/legal residence address is: 1010 S. Beacon Blvd., Grand Haven, MI 49417-2614
6. This appeal involves issues related to:
- ☒ the subject property's true cash and taxable values
  - ☐ the subject property's taxable value only  
there is a dispute as to the value of an addition or loss: ☐ Yes ☐ No
  - ☐ uniformity of the subject property's assessment
  - ☐ the subject property's exemption from ad valorem taxation under MCL \_\_\_\_\_

Petition

7. The tax year at issue is **2025**.

8. The values<sup>1</sup> established by Respondent's Board of Review for the subject property are:

Parcel Number	TCV	SEV	TV
15-134-100-0001-00	1,028,600	514,300	514,300

9. Petitioner contends that the values<sup>1</sup> for the subject property are:

Parcel Number	TCV	SEV	TV
15-134-100-0001-00	825,000	412,500	412,500

10. The values<sup>1</sup> in dispute are.

Parcel Number	TCV	SEV	TV
15-134-100-0001-00	203,600	101,800	101,800

11. Petitioner relies upon the following to support the relief requested:

The 2025 values imposed on Petitioner's property, and the taxes to be levied and collected thereon, are invalid and unlawful and operate as fraud upon the taxpayer for the reasons that:

- (a) The assessed, state equalized and/or taxable values exceed the amounts permitted by the Michigan Constitution and applicable statutes;
- (b) The assessed, state equalized and/or taxable values are at higher percentages of true cash value than permissible under the Michigan Constitution and applicable statutes;
- (c) The assessed, state equalized and/or taxable values are based upon an erroneous determination of the true cash value of that portion of Petitioner's property that is taxable under Michigan law and are based upon the application of wrong principles; and
- (d) The assessed, state equalized and/or taxable values, and the mode of assessment adopted by Respondent, discriminate against Petitioner and deny Petitioner its constitutional rights of uniformity, equal protection and due process of law.

Petitioner requests that the Tribunal enter an order reducing the 2025 values from those established by Respondent's Board of Review to those contended by Petitioner, and order refunds attributable to the reductions, with interest, as provided by the Tax Tribunal Act.

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<sup>1</sup>TCV=true cash value, SEV=state equalized value, TV=taxable value.



Petition

HALLAHAN & ASSOCIATES, P.C.

/s/ Laura M. Hallahan

Laura M. Hallahan (P42101)

Attorney for Petitioner

1750 S. Telegraph Road, Suite 202

Bloomfield Hills, MI 48302-0179

(248) 731-3089

lhallahan@hallahanlaw.com

Dated: July 24, 2025

**BOARD ACTION REQUEST FORM**

**Meeting Date:** September 15, 2025

To: Board of Education

Attachments # IX-1 through IX-5

From: Jason Kennedy

**Subject to be Discussed and Policy Reference:**

- Bill Listing
- August 2025 General Fund Report
- August 2025 Investments Report
- Personnel Report
- Approval of Regular Meeting Minutes from August 18, 2025

**Background Information:**

See attached

**Financial Impact:**

**Recommended Action:**

Approval of the Consent Agenda, as presented.

**Action Taken:**

**Vote:**   \_\_\_ Burgess                   \_\_\_ Cole                   \_\_\_ Hazekamp                   \_\_\_ Kelly  
             \_\_\_ Meeuwenberg       \_\_\_ Mueller           \_\_\_ Six





**FRUITPORT COMMUNITY SCHOOLS  
BILL LIST  
Month of August 2025**

<b><u>FUND</u></b>	<b><u>AMOUNT</u></b>
GENERAL FUND	\$398,131.66
EARLY CHILDHOOD CENTER	\$2,299.00
COOPERATIVE EDUC (ISD) - TECH MILLAGE	\$2,370.00
CAPITAL PROJECTS (BOND)2021	\$306,300.00
CREDIT CARDS (ALL FUNDS)	\$97,452.25
<b>GRAND TOTAL</b>	<b><u><u>\$806,552.91</u></u></b>



## AUGUST 2025 GENERAL FUND FINANCIAL REPORT

### Revenues:

	2026 ORIGINAL BUDGET	2026 YTD ACTUAL	AUG MTD FY26	% YTD SPENT	2024 YTD ACTUAL
100 LOCAL	5,085,824.00	147,443.84	122,011.28	2.90%	4,525,220.72
300 STATE	32,388,366.00	8,256.60	-	0.03%	32,141,457.37
400 FEDERAL	2,589,363.00	127.64	127.64	0.00%	4,165,108.39
500 TRANSFERS	1,868,284.00	4,178.57	668.57	0.22%	1,814,526.38
TOTAL	41,931,837.00	160,006.65	122,807.49	0.38%	42,646,312.86

### Expenses:

111 ELEMENTARY	(6,997,476.00)	(34,895.08)	(14,793.11)	0.50%	(6,628,979.05)
112 MIDDLE SCHOOL/JUNIOR HIGH	(3,481,752.00)	(10,757.21)	(10,762.79)	0.31%	(3,342,477.12)
113 HIGH SCHOOL	(4,948,589.00)	(6,708.78)	(7,179.74)	0.14%	(4,882,023.05)
122 SPECIAL EDUCATION	(5,559,434.00)	(44,476.20)	(31,249.62)	0.80%	(5,190,619.12)
125 COMPENSATORY EDUCATION	(1,353,750.00)	(63,360.69)	(26,120.20)	4.68%	(1,306,919.86)
127 VOCATIONAL EDUCATION	(169,800.00)	(0.73)	(0.73)	0.00%	(175,641.27)
131 BASIC ADULT/CONTINUING ED	(14,847.00)	-	-	0.00%	(17,275.19)
132 SECONDARY ADLT/CONTINUING EDUC	(219,326.00)	(2,223.40)	(2,258.40)	1.01%	(138,228.24)
211 TRUANCY/ABSENTEEISM SERVICES	(5,302.00)	-	-	0.00%	(5,000.00)
212 GUIDANCE SERVICES	(574,067.00)	(13,948.58)	(10,542.80)	2.43%	(480,291.92)
213 HEALTH SERVICES	(861,711.00)	(23,433.85)	(7,830.05)	2.72%	(715,911.85)
214 PSYCHOLOGICAL SERVICES	(385,202.00)	(0.85)	(0.85)	0.00%	(409,836.78)
215 SPEECH PATHOLOGY/AUDIOLOG SERV	(1,197,137.00)	(5,316.37)	(2,391.37)	0.44%	(884,438.60)
216 SOCIAL WORK SERVICES	(799,020.00)	(39.33)	(13.42)	0.00%	(698,603.07)
218 TEACHER CONSULTANT	(500.00)	-	-	0.00%	(385.92)
219 OTHER PUPIL SUPPORT SERVICES	(854,730.00)	(9,997.43)	(4,132.58)	1.17%	(734,571.16)
221 IMPROVEMENT OF INSTRUCTION	(471,953.00)	(78,125.98)	(30,899.95)	16.55%	(383,452.14)
222 EDUCATIONAL MEDIA SERVICES	(264,317.00)	(17,892.75)	(15,085.45)	6.77%	(249,951.16)
225 TECHNOLOGY ASSISTED INSTRUCTED	(35,282.00)	(5,509.40)	-	15.62%	(120,771.93)
226 SUPERVIS/DIR OF INSTRUCT STAFF	(1,096,114.00)	(136,621.97)	(71,214.40)	12.46%	(835,956.53)
227 ACADEMIC STUDENT ASSESSMENT	(18,750.00)	(1,152.80)	-	6.15%	(16,745.82)
231 BOARD OF EDUCATION	(61,933.00)	(28,348.65)	(20,878.00)	45.77%	(49,451.70)
232 EXECUTIVE ADMINISTRATION	(587,515.00)	(108,467.15)	(69,258.41)	18.46%	(557,252.05)
241 OFFICE OF THE PRINCIPAL	(2,166,564.00)	(189,132.86)	(164,008.48)	8.73%	(2,072,447.16)
249 OTHER SCHOOL ADMINISTRATION	(2,600.00)	-	-	0.00%	(8,579.09)
252 FISCAL SERVICES	(779,690.00)	(137,967.74)	(82,113.51)	17.70%	(504,255.70)
257 INTERNAL SERVICES	(20,533.00)	(4,919.02)	(3,532.60)	23.96%	(23,163.99)
259 OTHER BUSINESS SERVICES	(88,908.00)	(108.28)	(108.28)	0.12%	(91,049.69)
261 OPERATING BUILDING SERVICES	(4,036,548.00)	(602,797.60)	(278,890.36)	14.93%	(3,612,688.13)
266 SECURITY SERVICES	(114,835.00)	-	-	0.00%	(95,217.50)
271 PUPIL TRANSPORTATION SERVICES	(2,580,600.00)	(345,992.03)	(144,170.97)	13.41%	(2,642,233.02)
282 COMMUNICATION SERVICES	(7,300.00)	-	-	0.00%	(9,251.54)
283 STAFF/PERSONNEL SERVICES	(24,950.00)	10.00	-	-0.04%	(33,739.12)
284 SUPPORT SERVICES TECHNOLOGY	(683,326.00)	(90,962.30)	(50,742.16)	13.31%	(664,717.13)
285 PUPIL ACCOUNTING	(5,438.00)	-	-	0.00%	(5,703.19)
293 ATHLETIC ACTIVITIES	(831,903.00)	(105,384.55)	(61,909.63)	12.67%	(783,501.61)
299 OTHER SUPPORT SERVICES	(15,315.00)	-	-	0.00%	(13,434.69)
311 COMMUNITY SERVICES DIRECTION	(87,070.00)	(6,556.63)	(4,883.34)	7.53%	(99,562.95)
331 COMMUNITY ACTIVITIES	(3,800.00)	1.05	-	-0.03%	(1,263.78)
371 NON-PUBIC SCHOOL PUPILS	(21,535.00)	127.64	127.64	-0.59%	(28,986.69)
511 DEBT SERV-S LONG TERM-PRINCIPAL	(40,416.00)	-	-	0.00%	(40,416.72)
611 FUND MODIFICATIONS (GF)	(55,962.00)	-	-	0.00%	-
642 FUND MODIFICATIONS (B&S)	(500,000.00)	-	-	0.00%	(735,000.00)
TOTAL	(42,025,800.00)	(2,076,324.76)	(1,116,208.80)	4.94%	(39,313,695.44)
SURPLUS (DEFECIT)	(93,963.00)	(1,916,318.11)			3,332,617.42
FUND BALANCE	8,606,930.00	6,784,574.89			8,700,893.00

\*\*\*July State Aid goes into FY25



## AUGUST 2025 INVESTMENTS

### General Fund

#### Liquid Investments

Amount	Interest Rates
\$ 4,594,943.80	Variable

#### Long Term Investments

Amount	Interest Rates	Maturity Dates
\$ 3,225,000.00	4.24% - 4.31%	7/25-11/25

Total General Fund Investments	<u>\$ 7,819,943.80</u>
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### Building & Site

#### Liquid Investments

Amount	Interest Rates
\$ 694,595.91	Variable

#### Long Term Investments

Amount	Interest Rates	Maturity Dates
\$ 1,375,000.00	4.24% - 4.31%	7/25-11/25

Total Building & Site Investments	<u>\$ 2,069,595.91</u>
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### Trust & Agency

#### Liquid Investments

Amount	Interest Rates
\$ 426,639.97	Variable

#### Long Term Investments

Amount	Interest Rates	Maturity Dates
\$ -	N/A	N/A

Total Building & Site Investments	<u>\$ 426,639.97</u>
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### Bond

#### Liquid Investments

Amount	Interest Rates
\$ 243,791.66	Variable

#### Long Term Investments

Amount	Interest Rates	Maturity Dates
\$ -	N/A	N/A

Total Building & Site Investments	<u>\$ 243,791.66</u>
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## **Personnel Report – September 15, 2025**

It is recommended that the following candidates be offered contracts and/or salary increases pending final approval from the Board of Education:

Mark DeCheney – Food Service Substitute (All locations)  
Todd Dowell – Noon Supervisor (Beach)  
Chloe Griswold – Noon Supervisor (Beach)  
Lauren Johnson – Math and Reading Interventionist  
Shelby Lindemulder – Instructional Assistant (Beach)  
Emilia Matuz – Instructional Assistant (Beach)  
Jessica Murphy – Instructional Assistant (Edgewood)  
Amanda Muttart – Food Service (High School)  
Samantha Norman – Noon Supervisor (Shettler)  
Alyson Orling – Noon Supervisor (Shettler)  
Lindsee Phillippo – Instructional Assistant (MOCI)  
Gabrielle Sturtevant – Instructional Assistant (Edgewood)  
Bobbie Wash – Reading Interventionist (Middle School)  
Mikalya Young – Instructional Assistant (Beach - MOCI)  
Bree Wilkerson – Instructional Assistant (High School)

The following staff members will Resign/Retire/Reduce Hours/Transfer:

Pam Bergey – Early Childhood Center Director (Retirement)  
Pam Gustafson – Library / Media Center Clerk (Retirement)

The following positions are currently posted:

Director – Early Childhood Center  
Early Childhood Center Individual Student Assistant  
Educational Interpreter for Deaf and/or Hard of Hearing  
Food Service Server / Cashier; Food Service Server / Dishwasher  
Instructional Assistants – Multiple Positions  
Long Term Substitutes – Occupational Therapist; Speech Pathologist  
Noon Supervisor - Edgewood  
Premier Substitute Teacher  
School Bus Driver  
School Psychology Intern (Year 3)  
Year Round Child Care Assistant

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# Lauren Johnson

## Retired Elementary Educator

5387 Hillview Dr.  
Norton Shores, MI 49441  
(231) 286-2474  
ljbookworm175@gmail.com

### SKILLS

Technology: MS and Google; AdVantage Math Recovery Champion; No-Nonsense Nurturing; Cognitive Coaching

### EXPERIENCE

#### **Muskegon Public Schools, Muskegon-** *Instructional Coach*

2015 - 2025

- Facilitated curricular implementation
- Supported teacher growth: classroom environment, student engagement, pedagogy, assessment
- Lead professional development and supported communication
- Managed school-wide student data and educational supports
- Founding member of MPS Math Leadership Team - observing curricula and instruction
- Provided mathematics interventions as Math Recovery Intervention Specialist

#### **Muskegon Area Intermediate School District, Muskegon County -** *Muskegon County Math Specialists*

2016 - 2025

- In-depth training in elementary mathematical instructional practices
- Professional book studies
- Created professional development
- Evaluated math curricula used within Muskegon County

#### **Muskegon Public Schools, Muskegon-** *Elementary Classroom Teacher*

1995 - 2015

- Implemented best practices: progress monitoring, targeted feedback, discipline-specific student talk, learning targets with success criteria
- Assessed students in order to formulate new lesson plans
- Maximized instructional time through routines and positive discipline
- Taught grades 1st, 2nd, 3rd, 5th, in elementary setting and 6th in middle school setting

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## EDUCATION

**Western Michigan University, Muskegon/Grand Rapids-** *M.A. Teaching - Elementary Classroom*

1995 - 1998

**Central Michigan University, Mt. Pleasant, MI-** *B.S. Elementary Education*

1988 - 1993

## ADDITIONAL EXPERIENCE

**Council President** - Dr. Martin Luther Evangelical Lutheran Church, 2019-2024




Facilitated meetings, coordinated committee activities, planned council retreats, council member for seven years

**SCRIP** Program Managing Parent - Mona Shores Marching Band, 2010-2014

Annual SCRIP sales up to \$750,000; coordinated parent volunteers; managed collections, sales, and distribution

# SHELBY LINDEMULDER

## CONTACT

 231-638-9963  
 ShelbyHutt@gmail.com  
 4558 Heights Ravenna Road  
Fruitport, MI 49415

## EDUCATION

### M.A.ED. IN CURRICULUM AND INSTRUCTION AND EDUCATIONAL TECHNOLOGY

Central Michigan University

2024-2026

### B.S. IN EDUCATION AND LANGUAGE ARTS (BX)

Baker College of Muskegon

2009-2014

Fruitport High School

2006-2009

## SKILLS

EdTech Integration

Student and Family Relationship Building

Data-Driven Instruction

Effective Collaborator in PLCs

Differentiation and Intervention

Common Core Standards-Based Teaching

Student-Centered Learning

ACES and Social-Emotional Learning

PBIS Training and Implementation

## SUMMARY

Dedicated and passionate educator with experience teaching fourth grade, committed to fostering a student-centered learning environment where all students feel valued, empowered, and supported. Skilled in designing engaging, technology-integrated lessons that meet diverse learning needs. Actively collaborates within Professional Learning Communities to analyze data, implement effective strategies, and drive student achievement. Proud to be part of a school community that values collective teacher efficacy, inclusivity, and student success, and dedicated to making a lasting impact both in the classroom and the community.

## EXPERIENCE

### NOON SUPERVISOR AND SUBSTITUTE TEACHER

Beach Elementary School

2023-Present

- Model calm and respectful communication, promote empathy, use conflict management strategies, and reinforce positive behavior to encourage positive social interactions with peers.
- Set clear expectations, designate safe play areas, encourage safe play, and actively supervise students.
- Delivered lesson plans provided by the regular teacher, ensuring a seamless transition and continuity of instruction.
- Managed classroom behavior, maintaining a positive and productive learning environment for students of varying age groups.
- Fostered positive relationships with students, promoting a respectful and inclusive classroom culture.

### FOURTH-GRADE LEAD TEACHER

Dr. Martin Luther King Academy

2016-2017

- Analyzed formative and summative assessment data to drive targeted instruction and improve student outcomes.
- Designed differentiated learning environments, utilizing individualized plans and small-group instruction to meet diverse student needs.
- Maintained strong relationships with students and parents through clear, consistent communication.
- Implemented whole-group and individualized classroom management strategies to foster a structured and supportive learning environment.
- Utilized PBIS (CHAMPS) strategies, including quiet corrections, silent signals, structured routines and procedures, proximity control, and positive phrasing, to reinforce positive behavior.
- Selected to teach a summer literacy intervention class focused on addressing skill gaps and improving students' reading skills.

### PARAPROFESSIONAL

Ross Park Elementary School

2015-2016

- Supported cognitively impaired and neurodiverse students in both self-contained and mainstream classrooms.
- Provided one-on-one support to a student on the Autism Spectrum, reinforcing academic and social-emotional skills.
- Facilitated small-group instruction to reinforce learning concepts and promote student success.
- Implemented Individualized Education Program (IEP) goals, adapting strategies to meet students' unique needs.
- Utilized behavioral management techniques to foster positive behaviors and support self-regulation.

### THIRD-GRADE LEAD TEACHER

Dr. Martin Luther King Academy

2014-2015

- Created a visually engaging classroom environment with anchor charts and visual aids to support comprehension and reinforce learning.
- Integrated educational technology such as Chromebooks, interactive whiteboards, and tablets to enhance lessons and increase student engagement.
- Provided trauma-informed instruction to support students with Adverse Childhood Experiences (ACEs), fostering a safe and nurturing learning environment.
- Utilized scaffolding techniques to build student confidence, gradually transitioning from teacher-led instruction to independent learning.
- Delivered curriculum aligned with Common Core State Standards (CCSS), ensuring rigorous and developmentally appropriate instruction.



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# Emilia Matuz

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em806943@gmail.com  
1926 Manitou Blvd., Muskegon, MI 49441  
231 - 571 - 4933

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## Education

### **Muskegon Community College**

**Muskegon, MI**

Associate of Science and Arts earned 2025    GPA: 3.85

2023 - 2025

#### Coursework

- Spanish 201, English 102, British Literature, Shakespeare, Women's and Gender Studies, Wind Ensemble

### **International College of Seville**

**Seville, Andalusia, Spain**

#### Coursework

January 2025 - May 2025

- Advanced Composition and Conversation in Spanish, Spanish Phonetics, Culture and Society of Spain

## Achievements and Involvements

Sigma Kappa Delta English Honor Society

2024 - 2025

- Secretary
- Organize and host community events

National Honor Society and Tri-M Music Society

2021 - 2023

- Inducted to both as a junior and contributed 70+ community service hours

## Work Experience

### **Frosty Oasis**

**Norton Shores, MI**

Trainer/Customer Service

April 2022 - present

- Accurately take orders and communicate effectively with other staff
- Organize workplace for maximum productivity
- Efficiently handle cash and card transactions

### **Muskegon Area District Library**

**Norton Shores, MI**

Library Aide

May 2024 - August 2024

- Organize and restock shelves
- Assist patrons in finding books and make relevant recommendations
- Help create and curate displays

## Skills

- Conversational Spanish
- Written and in-person communication
- Typing, writing
- Time management
- Attention to detail

# JESSICA MURPHY

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Grand Haven, MI 49417  
616-401-3944  
jessicafriske@yahoo.com

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## SUMMARY

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Dynamic and reliable professional with extensive experience in customer service. Proven ability in inventory management and effective communication, ensuring customer satisfaction and operational efficiency. Recognized for maintaining organized environments and delivering exceptional service, contributing to a positive experience.

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## SKILLS

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- Customer service
  - Inventory management
  - Visual merchandising
  - Positive and professional
  - Reliability and punctuality
  - Data entry
  - Communication skills
  - Team collaboration
- 

## EXPERIENCE

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### TARGET

Norton Shores, MI

#### Retail Sales Associate

10/2018 to Current

- Assisted customers with finding the right product for their needs.
- Assisted with unloading delivery trucks and stocking shelves with new merchandise.
- Kept informed about new products arriving at the store on a regular basis.
- Monitored and maintained the cleanliness and organization of the sales floor and stock areas.

### NATURE'S ENVY SALON & DAY SPA

Grand Haven, MI

#### Receptionist

10/2013 to 12/2019

- Processed customer payments using cash registers according to company policies and procedures.
- Maintained a neat reception area by organizing materials and tidying up furniture.
- Maintained an organized filing system of confidential client information in accordance with company policy.
- Assisted in maintaining office supplies inventory by checking stock to determine inventory level; anticipating needed supplies; helping place orders for supplies.

### LAKE MICHIGAN CREDIT UNION

Grand Haven, MI

#### Bank Teller

10/2014 to 10/2016

- Processed customer deposits and withdrawals accurately, balancing cash drawer daily.
  - Provided exceptional customer service to customers by answering inquiries, resolving complaints and processing transactions in a timely manner.
  - Researched customer inquiries regarding their accounts using internal banking systems.
  - Welcomed customers and offered pleasant service during engagement.
- 

## EDUCATION AND TRAINING

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### COSMETOLOGY

05/2014

Douglas J Aveda Institute , Grand Rapids, MI

### SOME COLLEGE (NO DEGREE): GENERAL STUDIES

Grand Rapids Community College, Grand Rapids, MI

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## REFERENCES

---

### Jessica Tiefenbach - Edgewood Elementary

5th Grade Teacher (231) 865-4100

[jtiefenbach@fruitportschools.net](mailto:jtiefenbach@fruitportschools.net)

---

### Kristen Worst - Gliks

Sales Associate - (616) 510-6780

kmworst@gmail.com

---

**Jennifer Owens - Target**

**Style Leader - (231) 798-1592**

Jennifer.LOwens@Target.com



818.795.8900



amuttart@gmail.com



North Hollywood, CA, 91606

## SKILLS

- Strong Leadership
- Problem-Solving
- Team Player
- Strong Communication
- Organization
- Computer Literacy
  - Google Suite
  - Canva
  - Adobe Premiere
  - OBS Studio

## EDUCATION

### COLUMBIA COLLEGE CHICAGO

GRADUATED  
BACHELOR OF ARTS, Television

# AMANDA MUTTART

## PRODUCTION

## PROFILE

I am a punctual, driven, detail-oriented self-starter with 16 years of experience in many facets of the Entertainment Industry.

## EXPERIENCE

### TRILOGY MEDIA INC

#### Director of Operations

January 2021 - January 2025

- Produced content for streaming platform Trilogy +
  - *On Location*, *Scare Me*, *Trilogy vs Predator*, *The Robocall*, *Mean Comments*, and *Malice in Dallas* to name a few.
- Ensured all equipment for filming was packed and moved to the filming location
- Wore many hats while filming at sting houses for online predators
- Hosted and ran live streams for the Trilogy Media YouTube Channel with 1.6 million subscribers
- Oversaw office operations
- Designed thumbnails for Live Streams and Trilogy +
- Curated fan events

### WARNER BROTHERS STUDIOS

#### Show Lead / VIP Tour Guide

February 2009 - February 2021

- Lead for Guest Services on *Ellen's Game of Games*
  - Supervised a staff of 13
  - Oversaw all movement of 200-300 audience members before, during, and after the show
- Lead for Guest Services on *The Ellen DeGeneres Show*
  - Supervised a staff of 8
  - Oversaw movement of 350-1500 audience members to stage and special show events
- Lead for Guest Services *Grease Live*
  - Supervised 10 employees
  - Oversaw the movement of 700-1000 audience members to several locations during a live broadcast
- Studio Tour Guide
  - Tour Guide Trainer
  - Deluxe Tour Guide- gave an in-depth 5-6 hour tour to guests

# Lindsee Phillippo

Twin Lake, MI 49457

[vlindsee@gmail.com](mailto:vlindsee@gmail.com)

+1 231 767 5006

I am a sweet. Outgoing, bubbly person who loves to help people with everyday living skills and make them happy!

Authorized to work in the US for any employer

## Work Experience

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### **Cashier/Customer Service**

Taco Bell-Whitehall, MI

September 2023 to Present

Greet customers, take orders, cash them out, clean store, stock

### **Grocery delivery**

Shipt Shopper

September 2017 to Present

Go grocery shopping and delivery them to the customers.

### **Direct Care Worker**

GOLDEN YEARS ASSISTED LIVING-Muskegon, MI

Present

Pass medicine, Cook, Clean, peri care, showering, transferring

### **Sales Associate**

Motherhood Maternity-Fruitport, MI

January 2018 to March 2018

Sell clothing and clean store, run the store alone.

Highest SPH on the team!

### **Carry Out**

Orchard Market-Fruitport, MI

January 2015 to March 2015

#### **Responsibilities**

Bagging groceries and taking them out to the customers cars, as well as cleaning around the store and facing shelves. I had to look up prices for items that people were looking for and put items back that people had bought and didn't want so brought back.

#### **Accomplishments**

Orchard Market was my first job while i was going through my senior year of high school, I managed to multitask and get the job done and graduate and make up credits to get my high school diploma.

#### **Skills Used**

Hard worker

Friendly

Fast pace  
Hand-eye coordination  
Cleaning  
Knowledge  
Common sense

## Education

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### **1st year in Medical Billing & Coding**

Ultimate Medical Academy-Tampa  
October 2020 to Present

### **High school Diploma in General**

Fruitport High School - Fruitport, MI  
2011 to 2015

## Skills

---

- Cash Handling
- Cashiering
- Produce Experience
- Merchandising
- Retail Sales
- Retail Management
- POS
- Organizational Skills
- Inventory Control
- Problem-solving
- Flexibility
- Team Work
- Reliability
- Inside Sales
- Sales Management
- Customer service
- Sales
- Cash handling
- Cash register
- Retail sales
- Driving
- Restaurant experience
- Food service
- Serving

- Basic math
- Communication skills
- POS

## Awards

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### **Academic Achievement Award**

May 2015

First year academic excellence for my senior year.

## Certifications and Licenses

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### **Certificate of Congratulations**

May 2015 to Present

Successfully completing the course study prescribed for all state high schools. Outstanding achievement, signed by: State Senator 34th district

### **Certificate of Congratulations**

May 2015 to Present

Successfully completing the course of study prescribed to all state high schools. Outstanding achievement, signed by: State Representative 91st district

### **Driver's License**

February 2017 to September 2026

## Assessments

---

### **Sales skills — Proficient**

August 2020

Influencing and negotiating with customers

Full results: [Proficient](#)

### **Customer focus & orientation — Proficient**

June 2023

Responding to customer situations with sensitivity

Full results: [Proficient](#)

### **Sales skills — Proficient**

July 2021

Influencing and negotiating with customers

Full results: [Proficient](#)

### **Inside sales — Proficient**

August 2020



Understanding and responding appropriately in sales scenarios, and performing common sales calculations

Full results: [Proficient](#)

### **Retail customer service — Proficient**

June 2023

Responding to customer situations in a retail setting

Full results: [Proficient](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

### **Additional Information**

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I am a hard worker and I work well with others. I do my job as it is supposed to be done and I make sure everything is completed in a timely manor. I would really appreciate it if you would consider hiring me. I am interested in full time, first shift preferably no weekends but could do Saturdays if needed too! Please feel free to give me a call. The number I can be reached at is (231) 767-5006. Call me anytime, thank you for taking your time to look my resume over. Have a wonderful day!

# Gabrielle Sturtevant

6300 Largo Dr APT 107  
Muskegon, MI 49444  
(231) 855 6460  
gnsturtevant@gmail.com

## EXPERIENCE

### **The North Pole Ice Cream Shop, Muskegon MI— *Manager***

04/2016 - Present

- Maintained inventory weekly
- Executed training and scheduling of all employees
- Managed payroll for all employees

### **Nanny, Spring Lake MI — *Nanny***

10/2024 - Present

- Maintaining open communication with parents regarding children's progress and needs
- Creating and maintaining a safe and stimulating environment
- Planning and implementing age-appropriate activities (arts and crafts, games, educational outings)

### **Spring Lake Country Club, Spring Lake MI — *Server***

07/2022 - 05/2024

- Prepared tables by setting up linens, silverware and glasses
- Accurately recorded orders and partnered with team members to serve quality food and beverages
- Created and maintained relationships with members of the club

### **Orchard View Community Ed, Muskegon MI — *Childcare Provider***

04/2021 - 02/2022

- Guided children in activities to promote gross & fine motor skills
- Kept records outlining meals, observations & medications administered
- Worked with parents & supervisors to address concerns with emotional/physical development

## EDUCATION

**Muskegon Community College** — *Associate of Science & Arts*

**Grand Canyon University** — *Bachelor of Science in Elementary Education*

*Expected to graduate in 09/2027*

## SKILLS

- Personable
- Adaptability
- Organization & Prioritization
- Teamwork & collaboration

## REFERENCES

- **Ashley Porter**  
(Former Employer)  
(661) 607-6866
- **Nicole Kolberg**  
(Former Employer)  
(231) 578-1754
- **Alyssa Gillette**  
(Former Employer)  
(231) 736-2720
- **Brandy Carey**  
(Former Employer)  
(231) 740-2363

**BOBBIE WASH**

237 Creekside Dr.  
Coopersville, MI 49404  
(616) 690-2267  
bobbiewash@gmail.com

---

**OBJECTIVE**

Dedicated and experienced retired teacher with over 30 years of classroom experience, a passion for mathematics and Fruitport Community Schools, and a strong commitment to student success. Seeking a position supporting academic and behavioral growth of middle school aged students through small group instruction, collaboration with staff, and the use of technology to enhance learning.

---

**CORE STRENGTHS**

- Exceptional oral and written communication skills
  - Deep knowledge of Michigan Academic Standards (Grades 3–8 Math)
  - Skilled in Positive Behavior Interventions & Supports (PBIS)
  - Proven ability to collaborate with staff and communicate student progress
  - Proficient in educational technology tools (Google Classroom, online assessments, interactive math platforms, iReady)
  - Experienced in small group and one-on-one math intervention
  - Excellent organizational skills with accurate academic and behavioral recordkeeping
  - Consistent, dependable, and committed to daily attendance and student support
-

## PROFESSIONAL EXPERIENCE

**Fruitport Community Schools**, Fruitport, MI 1994 to 2025

### **Elementary Teacher**

- Taught 4th grade, all subject areas in an inclusive classroom
- Taught 5th grade, all subject areas in an inclusive classroom
- Taught Special Education in both team-teaching and resource room settings K-5
- Worked closely with administration on curriculum development
- Developed and implemented engaging lessons aligned with Michigan Academic Standards
- Led small-group and individual instruction for struggling students, especially in math and ELA
- Collaborated regularly with other teachers, administrators, and support staff to track and enhance academic and behavioral student progress
- Implemented PBIS practices to support a positive learning environment
- Integrated technology into the classroom to differentiate instruction and assess student learning
- Maintained detailed records of student performance, attendance, and intervention outcomes

**Proviso Area for Exceptional Children**, Lombard, IL 1993-1994

### **Alternative High School Teacher**

- Taught high school students in alternative setting
- Worked with students to transition back into the public high school
- Led small-group and individual instruction for struggling students, especially in math

---

## EDUCATION

**M.Ed. Reading/Language Arts** Grand Valley State University May 1999  
GPA: 4.0

**B.A. Elementary Education** Grand Valley State University May 1993  
Minored in Psychology and Special Education  
Overall GPA: 3.72

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## **CERTIFICATIONS & PROFESSIONAL DEVELOPMENT**

- Certified Michigan Teacher – Special Education
- PBIS Training and Implementation
- Ongoing training in Math Intervention Strategies and Data-Driven Instruction
- Technology Integration in the Classroom (Google Suite, iReady)

---

## **ADDITIONAL INFORMATION**

- Retired with a passion for supporting continued student growth
- Flexible and willing to assist in various school settings
- Committed to following Board of Education policies and school procedures

## Mikayla Young

3681 S Sheridan Dr.

Muskegon, MI 49444

(231)557-1396

[mikaylaaney1997@gmail.com](mailto:mikaylaaney1997@gmail.com)

[Mikayla Young | LinkedIn](#)

## Professional Summary

Compassionate Registered Behavior Technician with experience working with children with developmental/intellectual disabilities. Implements behavior therapy techniques, follows clients treatment plans, and maintains effective relationships with clients and families. Detail-oriented in documenting.

## Experience

December 2023 - Current

### **HealthWest, Muskegon, MI** *Registered Behavior Technician (RBT)*

- Implement individualized treatment goals and behavior intervention plans for clients, while under the direction of a BCBA
- Record accurate data during each session, and thorough session notes.
- Maintains a professional and friendly demeanor with clients and their family
- Remains current and up to date with new research, current trends, and developments in ABA

October 2022 - December 2023

### **Trinity Health, Muskegon, MI** *Patient Care Assistant / Float: ED and MED SURG*

- Assist patients with daily living, including helping with meals, daily hygiene, and ambulating patients
- Collecting, reporting, and documentation of data including vital signs, height, weight, intake and output, oximetry, and comfort levels; collecting specimens such as urine, stool, sputum, and blood for blood glucose monitoring
- Provide assistance; continuously monitor high-risk patients, such as the elderly, individuals with suicide ideation, and detoxing

February 2021 - July 2021

### **Tackl Health, Grand Rapids, MI** *Covid 19 Tester / Customer Service*

- Customer service both via telephone and in-person
- Create Manifest using Excel

- Register patients, instruct them on the use of covid 19 swabs
- Collect and prepare specimens following the protocol
- Create documents and send results to the patient.

August 2018- March 2020

**Empire Wire and Supply, Walker, MI – *Wire Harness Assembly***

- Trained new employees regarding skills and basic requirements of the job
- Blueprint reading
- Customer satisfaction

December 2015 - July 2018

**Pepperidge Farm, Muskegon, MI –*Merchandising***

- Monitor out dates
- Stocking store shelves neatly and time efficiently

## Education

August 2022 - Current

**Muskegon Community College – *Psychology Pathway (ASA)*  
(Incomplete)**

- Completed 35 credit hours towards degree completion

August 2013 - June 2016

**Orchard View High School – *High School Diploma***

## Certifications

May 2024

**Registered Behavior Technician – (RBT)**

## Skills

- Reliable
- Strong attention to detail
- Customer Service
- Knowledge of Medical terminology
- Compassion
- Creative
- Patience
- Adaptability
- Data Collection





# Fruitport Community Schools

## Memo

To: FCS Board of Education

From: Olivia Zienert

Date: 9/4/25

CC: Abby Klug, Katie Shawl, Mark Mesbergen, Jason Kennedy, Olivia Zeinert, Kristine Brower

Subject: Recommendation for Bree Wilkerson

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It is with pleasure that I recommend hiring Bree Wilkerson for the position of Instructional Assistant for the high school MOC program. Bree's various experiences working in schools, particularly as a 1:1 aide, will make a valuable asset to the district.

She will begin her new position approximately on 8/9/25 pending background check and the hiring process.

Bree Wilkerson

Muskegon, MI | 231-428-1217

Professional Summary

Dedicated and compassionate youth services and education support professional with a strong background in classroom support, crisis intervention, and community-based programming. Experienced in de-escalation, behavioral planning, and building positive youth relationships in high-need environments.

Education  
Muskegon High School, 2016–2019  
Upward Bound TRIO Program

- Certifications
- CPR Certified (Infant, Child & Adolescent)
  - QBS (Quality Behavioral Solutions)
  - CPI (Crisis Prevention Intervention)

Skills: Behavioral Support Plans (IEP/PBSP), Youth Mentorship, Trauma-Informed Care, Community Engagement, Student Support & De-escalation

Work Experience.

Safety & Security Officer May 2025 – Present.

Pine Rest Christian Mental Health Services

- Grand Rapids, MI
- Conducts routine building checks and rounds
- Transports patients as needed
- Assists as front lobby receptionist

Program Coordinator May 2025 – Present

Boys & Girls Club of the Muskegon Lakeshore

- Fostered a positive environment for youth engagement
- Collaborated with local organizations to expand community outreach
- Introduced interactive activities increasing participation and retention
- Oversaw after-school youth programs

Paraprofessional

Mona Shores Public Schools (2024-2025 School year )

Muskegon Public Schools (2021-2022 School year)

- Assisted teachers in classroom management
- Implemented individualized support plans for students (IEP & PBSP)
- Coordinated with educators to develop tailored instructional materials
- Edplan billing (ACC & PCS logs)

Youth Mentor Jun 2024 – Aug 2024

Pioneer Resources – Muskegon, MI

- Provided guidance and support to youth, fostering personal growth and confidence
- Coordinated with local organizations to develop mentorship programs

Foster Care Youth Specialist Aug 2023 – Jan 2024

Samaritas – Holland, MI

- Provided emotional support and mentorship for foster youth
- Facilitated workshops focused on life skills and independence
- Strengthened youth communication and relationship-building skills

Building Substitute / Floater Aug 2023 – Jun 2024

Edustaff – Muskegon Public Schools

- Seamlessly filled in for absent staff, maintaining instructional continuity
- Minimized disruption to student learning

Campus Safety Response Team Jun 2021 – Jun 2023

Edustaff – Muskegon Public Schools

- Implemented emergency response drills
- Responded to student disruptions & in crisis

Monitored cameras, hallways & building





**Fruitport Community Schools**  
**Early Childhood Center**  
Pam Bergey, Director  
3113 Pontaluna, Fruitport, MI 49415  
Ph: 231-865-4056 • Fax: 231-865-4103  
pbergey@fruitportschools.net

August 25, 2025

Dear Mr. Kennedy, Mr. Mesbergen, and the FCS School Board

Re: Resignation letter

Please accept this letter as formal notification of my resignation. My last day of employment will be December 31, 2025.

I am very grateful for the opportunity to oversee the programs at the Early Childhood Center with such an amazing team. I'm proud to be an alumnus, an employee of Fruitport, and to have my family follow in my footsteps.

Please let me know what I need to do further.

Respectfully,

  
Pam Bergey



Tuesday August 27, 2025

Dear Mr. Kennedy,

Please accept this letter as formal notification of my retirement from my position as Media/Library Staff at Fruitport Community Schools, effective December 31, 2025.


After 42 plus wonderful years of service, the time has come to close this fulfilling chapter of my life. It is hard to put into words the immense gratitude I feel for the career I've had. For over four decades, it has been my privilege to work with the incredible students, dedicated faculty and supportive staff that make Fruitport such a special place. The halls of our schools and the shelves of our media centers hold countless memories, from the joy of helping a young student discover their favorite book to seeing a research paper come to life with the right resources.

I am incredibly proud of the work we have done together to foster a love of reading and learning, and to ensure our media centers have evolved to meet the needs of a changing world. I will cherish the friendships and professional relationships I have formed here and will always be a proud supporter of the Fruitport Trojan Family.

I am committed to ensuring a smooth transition over my final months. I wish nothing but the very best for Fruitport Community Schools and its continued success in shaping the minds of future generations.

Fruitport Strong,

  
Pam Gustafson  
Media Staff

Accepted  
  
8/26/2025



**Ottawa County**  
Clerk | Register of Deeds

Justin F. Roebuck  
County Clerk | Register of Deeds

Renee E. Kuiper  
Chief Deputy Clerk

**Ballot Approval Form**  
**November 4, 2025, Special Election**

Please carefully review the attached ballot proofs. Prior to signing for approval, proof ALL of the following that are applicable:

- ☒ Name & spelling of Jurisdiction
- ☒ Name & number of wards (if any) and precincts
- ☒ Ballot Proposal Language (if any)

**I have reviewed the ballot proofs as directed and certify that all of the above is accurate and approved for ballot printing.**

Jason J. Kennedy

Printed Name

Signature

Fruitport Community Schools

Jurisdiction

08/20/2025

Date

Please return this form to Ottawa County Elections by fax or email.

**Fax:** 616-994-4538

**Email:** elections@miottawa.org

**○ Circuit Court Records**

414 Washington Avenue  
Room 320  
Grand Haven, MI 49417  
616-846-8315

**○ CCR - Family**

12120 Fillmore Street  
West Olive, MI 49460  
616-786-4108

**○ Elections Division**

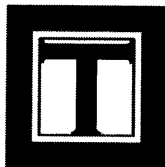
12220 Fillmore Street  
Room 130  
West Olive, MI 49460  
616-994-4535

**○ Register of Deeds**

12220 Fillmore Street  
Room 146  
West Olive, MI 49460  
616-994-4510

**○ Vital Records**

12220 Fillmore Street  
Room 130  
West Olive, MI 49460  
616-994-4531



# THRUN

LAW FIRM, P.C.

U.S. MAIL ADDRESS  
P.O. Box 2575, EAST LANSING, MI 48826-2575  
PHONE: (517) 484-8000 FAX: (517) 484-0041

ALL OTHER SHIPPING  
2900 WEST ROAD, SUITE 400  
EAST LANSING, MI 48823-6386

JEFFREY J. SOLES  
MICHAEL D. GRESENS  
CHRISTOPHER J. IAMARINO  
RAYMOND M. DAVIS  
MICHELE R. EADDY  
KIRK C. HERALD  
ROBERT A. DIETZEL

KATHERINE WOLF BROADDUS  
DANIEL R. MARTIN  
JENNIFER K. STARLIN  
TIMOTHY T. GARDNER, JR.  
IAN F. KOFFLER  
FREDRIC G. HEIDEMANN  
RYAN J. NICHOLSON

CRISTINA T. PATZELT  
PHILIP G. CLARK  
PIOTR M. MATUSIAK  
JESSICA E. MCNAMARA  
RYAN J. MURRAY  
ERIN H. WALZ  
MACKENZIE D. FLYNN

KATHRYN R. CHURCH  
MARYJO D. BANASIK  
CATHLEEN M. DOOLEY  
KELLY S. BOWMAN  
BRIAN D. BAAK  
AUSTIN W. MUNROE

GORDON W. VANWIEREN, JR. (OF COUNSEL)  
LISA L. SWEN (OF COUNSEL)  
ROY H. HENLEY (OF COUNSEL)  
BRADFORD W. SPRINGER (OF COUNSEL)

IAN F. KOFFLER  
(517) 374-8865  
ikoffler@thrunlaw.com

August 19, 2025

*Via Email*

Mr. Jason Kennedy  
Superintendent  
Fruitport Community Schools  
3255 East Pontaluna Road  
Fruitport, Michigan 49415-9600

Re: Special School Election on Tuesday, November 4, 2025

Dear Mr. Kennedy:

Returned herewith is the proof proposition ballot for the above-referenced election.

- ☒ The ballot has been proofread and is correct.
- ☐ The ballot has been proofread and corrections are marked.
- ☐ Please provide another proof before final printing.

Thank you for providing a proof ballot for our review.

Very truly yours,

THRUN LAW FIRM, P.C.

By   
\_\_\_\_\_  
Ian F. Koffler

IFK/keh

Attachment

cc: Mark Mesbergen, Director of Business Services (via email)

**Preview Ballot**

08/14/2025 09:30:29

**Tuesday, November 4, 2025  
Ottawa County, Michigan  
Spring Lake Township, Precinct 3 & 6**

**Proposal Section**

**Fruitport Community Schools  
Bond Proposal**

Shall Fruitport Community Schools, Muskegon and Ottawa Counties, Michigan, borrow the sum of not to exceed Seventy-Eight Million Five Hundred Thousand Dollars (\$78,500,000) and issue its general obligation unlimited tax bonds therefor, in one or more series, for the purpose of:

acquiring, erecting, completing and remodeling school buildings, facilities, and additions to school buildings and facilities; equipping, re-equipping, furnishing and refurbishing school buildings and facilities; acquiring, installing, equipping and re-equipping school buildings for instructional technology; purchasing school buses; and acquiring, preparing, developing, improving and equipping athletic fields, play fields, playgrounds, structures, facilities and sites?

The following is for informational purposes only:

The estimated millage that will be levied for the proposed bonds in 2026 is 2.26 mills (\$2.26 on each \$1,000 of taxable valuation) for a 0.00 mill net increase over the prior year's levy. The maximum number of years the bonds of any series may be outstanding, exclusive of any refunding, is thirty (30) years. The estimated simple average annual millage anticipated to be required to retire this bond debt is 3.13 mills (\$3.13 on each \$1,000 of taxable valuation).

(Pursuant to State law, expenditure of bond proceeds must be audited and the proceeds cannot be used for repair or maintenance costs, teacher, administrator or employee salaries, or other operating expenses.)

☐ Yes

☐ No

✓ OK  
produced  
8.19.25  
KETH/BAT





Business and Finance Committee  
Monday, September 8, 2025  
5:00 p.m.

## **MEETING MINUTES**

### **Meeting Location:**

Fruitport Community Schools Central Office  
3255 E. Pontaluna Rd.  
Fruitport, MI 49415

### **Attendance:**

The meeting was called to order at 5:00 a.m. with Kris Cole, Dave Hazekamp, JB Meeuwenberg, Mark Mesbergen, Jason Kennedy, and Jessica Wiseman present.

1. **Third Party Custodial Contract Renewal** - Mark discussed the need to consider a two (2) year contract renewal for custodial services with NAWA, the District's current custodial services provider.
2. **Preliminary Audit Results** - Mark discussed preliminary audit results with the Committee after auditors from Rehman conducted the annual financial audit and financial testing this past week.
3. **November 4, 2025 Bond Proposal Update** - The Committee discussed an update on the November 4th bond proposal.
4. **Other:** None
5. **Public Comment:** None
6. **Adjournment:** The meeting was adjourned at 5:31 p.m.

Respectfully submitted by Mark Mesbergen, Director of Business Services

BOARD ACTION REQUEST FORM

Meeting Date: September 15, 2025

To: Board of Education

From: Mark Mesbergen

**Subject to be Discussed and Policy Reference:**  
Cleaning Service Renewal

**Background Information:**

Throughout the life of the contract with Nawa Professional Services (formerly CSM), Fruitport has done multiple renewals instead of going out for bid. Over the summer, Nawa sent another two (2) year renewal proposal (attached). After talking with John Winkas, Nawa is providing a good service that would warrant a recommendation of renewing their services. Per the proposal, there would be a monthly increase which would cost approximately \$60,000 annually; however, that would include adding two (2) part-time day porters at Beach and Shettler Elementary. We had those dayporters during COVID, but those positions were eliminated once the COVID money was exhausted.

**Financial Impact:**

\$60,000 coming out of the General Fund

**Recommended Action:**

To approve the proposed renewal from Nawa Professional Services, as discussed.

**Action Taken:**

**Vote:**   ☐ Burgess                      ☐ Cole                      ☐ Hazekamp                      ☐ Kelly  
                 ☐ Meeuwenberg                      ☐ Mueller                      ☐ Six

# Contract Renewal Agreement



[2000505]

## Contract Renewal Agreement

This **Contract Renewal Agreement** (the "**Agreement**"), is made and entered into as of 07/01/25, ("Effective Date") by and between CSM Newco, LLC, a Michigan Limited Liability Company ("Nawa Professional Services") and **Fruitport Community Schools** ("Customer") whose address is 3255 E Pontaluna Rd, Fruitport, MI 49415. The parties may be referred to individually as a "Party" or collectively as "Parties".

### Background

1. CSM Newco, LLC and Customer entered into a Custodial Services Agreement ("Custodial Contract") beginning 07/01/14 through 06/30/17.
2. CSM Newco, LLC and Customer extended the Custodial Contract beginning 07/01/17 through 06/30/25 ("Extension Agreement"). The Custodial Contract was attached to the Extension Agreement and incorporated by reference. The Custodial Contract and Extension Agreement are collectively referred to as the "Contract".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Customer accepts and ratifies the renewal option extending the term of the Contract between CSM Newco, LLC and Customer. The Renewal Term begins 07/01/2025 and ends 06/30/2027 ("Renewal Term").
2. The pricing for services rendered under the Agreement as described on Exhibit A.
3. The scope of services rendered under the Agreement as described on Exhibit B.
4. All other terms and conditions of the above-mentioned Custodial Contract remain in full force and effect.

### Acceptance

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date. Signed and accepted by:

**CSM Newco, LLC**

**Fruitport Community Schools**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO#: \_\_\_\_\_

# Contract Renewal Agreement



[2000505]

## Exhibit A – Renewal Agreement Pricing

### Custodial Services Pricing - 25/26

Position	FTE Allocation				Pricing						
	MGR	1st Shift	2nd Shift	Total	Annual	per FTE	Reg/Hr	OT/Hr	Hzd/Hr	HzdOT/Hr	Holiday/Hr
Manager				-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supervisor		1.00	1.00	2.00	\$ 128,174	\$ 64,087	\$ 31.00	\$ 46.50	\$ 33.00	\$ 49.50	\$ 62.00
Team Lead			-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sr. Custodian		3.56	6.00	9.56	\$ 452,211	\$ 47,302	\$ 23.00	\$ 34.50	\$ 25.00	\$ 37.50	\$ 46.00
Custodian			8.75	8.75	\$ 365,046	\$ 41,720	\$ 21.00	\$ 31.50	\$ 23.00	\$ 34.50	\$ 42.00
Annual Totals	-	4.56	15.75	20.31	\$ 945,431	\$ 46,550					
Monthly Total					\$ 78,786						

### Custodial Services Pricing - 26/27

Position	FTE Allocation				Pricing						
	MGR	1st Shift	2nd Shift	Total	Annual	per FTE	Reg/Hr	OT/Hr	Hzd/Hr	HzdOT/Hr	Holiday/Hr
Manager				-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supervisor		1.00	1.00	2.00	\$ 131,379	\$ 65,689	\$ 32.00	\$ 48.00	\$ 34.00	\$ 51.00	\$ 64.00
Team Lead			-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sr. Custodian		3.56	6.00	9.56	\$ 463,516	\$ 48,485	\$ 24.00	\$ 36.00	\$ 26.00	\$ 39.00	\$ 48.00
Custodian			8.75	8.75	\$ 374,172	\$ 42,763	\$ 21.00	\$ 31.50	\$ 23.00	\$ 34.50	\$ 42.00
Annual Totals	-	4.56	15.75	20.31	\$ 969,066	\$ 47,714					
Monthly Total					\$ 80,756						

# Contract Renewal Agreement

[2000505]

	Fruitport						
	During School Year				Breaks		
Exterior Areas	Daily	Weekly	Monthly	Upon Request/ As	Winter Break	Spring Break	Summer Break
Pick up and dispose of debris within ten feet of the	x						
Pick up and dispose of debris within thirty feet of	x						
Playground trash removal							
Empty, remove trash, replace liner for all trash cans located within twenty-five (25) feet of the building	x						
Clean exterior windows on first floor				x		x	x
Clean exterior door windows at entrances	x						
Clean window exterior, above first floor							x
Snow removal second shift at all entrances up to road/parking lot or perpendicular sidewalk - Snow blowers shall be provided and maintained by the District				x			
Snow /Salting Entrances				x			
Lock entrances 30 minutes after school ends for the day	x						
Complete perimeter walk nightly at end of shift to ensure all							
	During School Year				Breaks		
Kitchens, Cafeterias, and Multi-purpose Rooms	Daily	Weekly	Monthly	Upon Request/ As	Winter Break	Spring Break	Summer Break
Empty, remove trash, replace liner	x						
Sweep/Dust mop	x						
Completely mop floors with degreaser	x						
Check all soap dispensers and refill, if necessary	x						
Check all paper towel dispensers and refill, if necessary	x						
Wipe tables and chairs	x						
Straighten tables and chairs (fold and store)	x						
Set up furniture for breakfast program	x						
Set up furniture for art, music and/or band programs				x			
Kaivac kitchen floors at the middle school and high school			x				
Kaivac kitchen floor at the elementary building					x	x	x
Clean carpet stains			x	x			
Clean and sanitize carpet completely					x	x	x
Scrub and recoat wax tile – two (2) coats of approved finish					x	x	
Strip and coat wax tile – four (4) coats of approved finish							x
Wash window exteriors cafeterias							x
Wash window interiors cafeterias				x	x		x
Ceramic floors and grouting cleaned					x	x	x

## Contract Renewal Agreement

[2000505]

Classrooms, Offices, and Media Centers	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As	Winter Break	Spring Break	Summer Break
Empty, remove trash (including shredder receptacles), replace liner (if necessary)	X						
Pick up large debris and spot vacuum visible debris and high traffic areas	X						
Spot sweep/Dust mop	X						
Spot mop for spills	X						
Check all soap dispensers and refill, if necessary	X						
Check all paper towel dispensers and refill, if necessary	X						
Clean restrooms (See Restrooms/Locker rooms)	X						
Clean sinks, drinking fountains	X						
Remove graffiti	X						
Empty pencil sharpener	X						
Complete vacuum of ALL carpeted areas		X					
Clean desk tops, workstations (If desks/work surfaces are not encumbered by paper or projects)		X					
Dust sills, bookcases, counters, and blinds/drapery		X					
Clean chalkboards/Dry erase boards / Trays/ Smart		X					
Wipe and sanitize chairs		X					
Complete Mop of tile		X					
Empty recycle containers		X					
Dry dust computer screens		X					
Clean carpet stains (If work request has been completed)				X			
Clean and sanitize carpet completely					X	X	X
Scrub and recoat wax tile – two (2) coats of approved finish					X	X	
Strip and coat wax tile – four (4) coats of approved finish							X
Wash window interiors				X	X		X
Wash walls, blinds, vacuum ceilings, remove paper clips, strings and wall putty							X
Wash all furniture							X
Wash light shields – inside and outside							X
Secure each room upon completion	X						
Unit ventilators cleaned							X
Ceramic floors and grouting cleaned					X	X	X

# Contract Renewal Agreement



[2000505]

## Exhibit C – Custodial Scope

Common Areas, Hallways and Gymnasiums	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As	Winter Break	Spring Break	Summer Break
Check perimeter at the end of shift / Lock all doors	X						
Empty, remove trash, replace liner	X						
Pick up large debris and spot vacuum visible debris and high traffic areas	X						
Sweep/Dust mop	X						
Vacuum carpet	X						
Vacuum entrance mats	X						
Spot mop for spills	X						
Complete mop or automatic	X						
Remove graffiti	X						
Run automatic in middle and high school gymnasiums, if no game	X						
Run automatic in middle and high school gyms before and after games				X			
Run automatic in elementary gymnasiums		2X					
Edge vacuum all carpet		X					
Extract mats in the winter		X		X			
Clean carpet stains		X		X			
Spot clean lockers				X			
Set up bleachers				X			
Change light bulbs to ten (10) feet high				X			
Set up, clean and lock after each event (Use includes Saturdays, year round)				X			
Scrub and recoat wax tile – two (2) coats of approved finish					X	X	
Strip and coat wax tile – four (4) coats of approved finish							X
Wash window interiors				X	X		X
Wash walls, blinds, vacuum ceilings, remove paper clips, strings and wall putty							X
Wash all furniture							X
Wash light shields – inside and outside							X
Secure each room upon completion	X						
All hard floors stripped and refinished							X
Ceramic floors and grouting cleaned					X	X	X

# Contract Renewal Agreement



[2000505]

Special Events and Special Services	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As	Winter Break	Spring Break	Summer Break
On site management account coordinator available 365 days a year, 24 hours a day for coordination and emergencies	X						
Supervision at middle school and high school events				X			
Set-up and tear down for sporting events				X			
Set-up and tear down for building rentals and activities				X			
Set-up and tear down for special events				X			
Must be available for on-site events for liaison, security and cleaning functions				X			
Open facility one hour prior to each event and secure when all event attendees have left the facility				X			
Set-up and tear down for after school functions				X			
Meetings with middle school and high school athletic department and/or building principal for issues and weekly schedule		X					
Meetings at all other sites for issues and schedule of			2X				
Email communication for schools with professional follow-up	X						
Two-way communication (Walkie Talkies or equivalent) with English speaking staff member at all schools	X						
Log Book for faculty to write comments and concerns, all schools, staff able to respond in English professionally	X						
Second shift biohazard clean ups - Staff to be trained by Contractor				X			
All staff must have a criminal background check (fingerprinted through Michigan State Police - costs borne by Contractor) with no felony accepted and misdemeanors cleared by District. Records must be kept on file in the District's Central Office				X			
All staff must have an annual random drug test (costs borne by Contractor) with results kept on file in the District's				X			
Snow removal and salt application for events at all entrances up to road/parking lot – Snow blowers shall be provided and maintained by the District				X			
Restrooms and Locker Rooms	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As	Winter Break	Spring Break	Summer Break
Restock toilet paper, paper towel, feminine products, soap, etc.	X						
Empty, remove trash, replace liner	X						
Clean and disinfect sinks and counters	X						
Clean and disinfect door knobs and light switches	X						
Clean mirrors and dispensers	X						
Clean and disinfect toilets and urinals	X						
Sweep and mop floors with disinfectant	X						
Clean splashes on walls and partitions	X						
Clean graffiti on all surfaces	X						
Clean and disinfect showers	X						
Kaivac locker rooms		X					
Kaivac restrooms		X					
Wipe down locker exteriors		X					
Wash walls and scrub floors				X	X	X	X
Wash all lockers (Inside and outside)							X
Ceramic floors and grouting cleaned					X	X	X



## Contract Renewal Agreement



[2000505]

Day Service	During School Year				Breaks		
	Daily	Weekly	Monthly	Upon Request/ As	Winter Break	Spring Break	Summer Break
Check perimeter – pick up and dispose of debris	X						
First shift biohazard clean-ups - must be biohazard trained				X			
Clean trash, floors and tables after breakfast and lunch	X						
Clean debris from hallways by 10:00 a.m. and after lunch	X						
Touch up all restrooms after 10:00 a.m. and after lunch	X						
Clean graffiti on walls	X						
Change light bulbs to ten (10) feet high				X			
Clean all equipment at high school weight room		X					
Clean all equipment with Quat base cleaner						X	
Clean bus garage							
□ Clean restrooms; Empty, remove trash and replace liner; Vacuum entrance mats		2X					
Strip and coat wax linoleum – four (4) coats of approved finish at bus garage							X
Two-way communication (Walkie Talkies or equivalent)	X						
Snow removal at all entrances up to road/parking lot or perpendicular sidewalk - Snow blowers shall be provided and maintained by the District				X			



Personnel Committee  
Monday, September 8, 2025  
5:30 p.m.

## **MEETING MINUTES**

### **Meeting Location:**

Fruitport Community Schools Central Office  
3255 E. Pontaluna Rd.  
Fruitport, MI 49415

### **Attendance:**

The meeting was called to order at 5:31 p.m. Dave Hazekamp, Steve Kelly, Kathy Six, and Jason Kennedy were present.

- 1. September 2025 Personnel Report** - The Committee reviewed the Personnel Report for September 2025. This report included each of the recommendations for new hire, resignations, retirement notices, transfers, and positions that are still posted and vacant in the District.
- 2. Expiration of the Superintendent's Contract: June 30, 2026** - The Committee discussed the renewal of the superintendent's contract. The current contract expires June 30, 2026. The Board will discuss a contract extension at the Board meeting on September 15, 2025.
- 3. November 4, 2025 Bond Proposal Update** - The Committee discussed an update on the November 4th bond proposal.
- 4. Other:** None
- 5. Public Comment:** None
- 6. Adjournment:** The meeting was adjourned at 6:05 p.m.

Respectfully submitted by Jason Kennedy, Superintendent

**BOARD ACTION REQUEST FORM**

**Meeting Date:** September 15, 2025

To: Board of Education  
From: Jason J. Kennedy

Attachment #XII-2

**Subject to be Discussed and Policy Reference:**

Superintendent's Contract (July 1, 2026 – June 30, 2031)

**Background Information:** The current contract between the Board of Education and the Superintendent expires on June 30, 2026. The current contract requires that the Board of Education take official action determining whether or not to extend the Contract by no later than ninety (90) days prior to July 1, 2026. The Personnel Committee has reviewed an updated contract that provides an extension to the Superintendent through June 30, 2031.

**Financial Impact:** The Contract provides a 3% increase each year, plus an additional 1% merit increase for each year of the Contract that the Superintendent is evaluated as "effective" by the Board of Education. The Contract covers July 1, 2026 through June 30, 2031.

**Recommended Action:**

1. To approve the five (5) year Contract between the Board of Education and Superintendent Jason Kennedy from July 1, 2026 through June 30, 2031, as discussed.

**Action Taken:**

**Vote:** \_\_\_ Burgess      \_\_\_ Cole      \_\_\_ Hazekamp      \_\_\_ Kelly  
         \_\_\_ Meeuwenberg      \_\_\_ Mueller      \_\_\_ Six

**EMPLOYMENT CONTRACT  
BETWEEN  
FRUITPORT COMMUNITY SCHOOL DISTRICT  
AND  
THE SUPERINTENDENT OF SCHOOLS**

This agreement, effective September 15, 2025, between the Fruitport Board of Education, hereinafter called "Board," and Jason J. Kennedy, as Superintendent of Schools, hereinafter called "Superintendent."

1. **TERM**

The Board agrees to employ the Superintendent for the term from July 1, 2026 to and including June 30, 2031.

The Board shall meet with the Superintendent annually for purposes of reviewing the content of this contract and the Superintendent's wages, hours, and working conditions.

Further, the Board shall, on or before June 1, 2030, and on or before ninety (90) days prior to July 1, 2031, take official action determining whether or not to extend this contract. The Board shall notify the Superintendent of its action in writing.

2. **CERTIFICATION**

The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including regulations of the Michigan Department of Education and those required by the Board, to serve as a Superintendent of Schools.

Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements, as are and may be required by law and/or by the State Board of Education.

3. **DUTIES**

The Superintendent agrees, during this contract, to faithfully perform his duties and

obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters concerning the school administration of the School District, and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

#### 4. **COMPENSATION**

The Board agrees to compensate the Superintendent according to the salary schedule established for the Superintendent's position in Appendix A of this Contract, and shall be paid as salary according to the Board's policy governing payments of other professional staff members in the District. The Superintendent will be placed on Step 8 of the Superintendent's Salary Schedule for the 2026-2027 school year. The Superintendent will advance one (1) step on July 1 of each year of the Contract.

The Superintendent will receive a merit payment after the completion of the Board's annual evaluation of the Superintendent's performance in December for each year of the Contract in which the Superintendent earns a final evaluation rating of "effective" or higher. The merit payment will equal the percentage of the Superintendent's base salary for that year of the step he is paid at, according to the salary schedule in Appendix A of the Contract, and will be paid to the Superintendent on the second pay period of December for that year of the Contract.

A stipend will be paid for bond work for each year of the Contract. The amount of the bond stipend will be determined by the step of the salary schedule in Appendix A of the Contract that the Superintendent is on. 50% of the stipend will be paid out during the first payroll in December, and the remaining portion will be paid out in the first payroll in June of each year of the Contract.

Tax-Deferred Annuity: As further compensation for the Superintendent's services, the District shall make a contribution to a Section 403(b) tax sheltered annuity on behalf of the Superintendent. The amount paid to the Superintendent will be determined by the step on the

salary schedule in Appendix A of the Contract that he is currently paid at, and will be paid after the completion of the Superintendent's evaluation each year of the contract. There shall be no option to receive the amount by payroll check as additional salary. The Superintendent shall be allowed to select the financial provider to which the contribution shall be paid from the approved list of providers maintained by the District for its 403(b) program. In no event shall the contributions be made in excess of the Internal Revenue Service Limit.

The Board acknowledges that the Superintendent's total compensation for each year of the Contract is based on market adjustment and annual percentage increases similar to those received by employee bargaining groups, and as consistent with other similar positions. The Board acknowledges that the Superintendent's compensation for each year of the Contract is not paid for the specific purpose of "spiking" the Superintendent's final average compensation. The Board intends for the Superintendent to receive full credit for retirement purposes for all reported compensation for each year of the Contract. The Board intends for the Superintendent's compensation to be retirement eligible upon approval of the Contract by the Board.

**5. VACATION**

Effective on July 1 of each contract year, the Board shall credit the Superintendent with twenty (20) days of vacation per year. The Superintendent may take vacation days at a time mutually agreeable to both parties. The Superintendent is encouraged to use as many of the working vacation days as possible, but the Board will allow the Superintendent to carry a maximum of ten (10) vacation days into the following year, provided that the total number of vacation days for any given year shall not exceed thirty (30). Any accumulation of vacation days over thirty (30) will be considered excess vacation days and will be paid at the per diem rate in July.

**6. INSURANCE AND OTHER BENEFITS**

- a. Hospital, Medical, Dental, Vision, Life Insurance (1.5 times salary), Long-Term Disability and Bereavement Leave - The Board shall provide the Superintendent with the same hospital, medical, dental, vision, long term disability and bereavement leave benefits as provided to other administrators employed by the Board. The Board

reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of its benefit programs provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium payments required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

- b. Sick Leave - The Board shall grant the Superintendent twelve (12) sick days leave per year, cumulative up to two hundred-fifty (250) days.
- c. Unused Sick Leave - The Superintendent shall be paid an amount equal to \$100 times the number of his accumulated sick-days, upon termination of employment by:
  - Death; or
  - Retirement - The Superintendent shall provide the Board at least one hundred twenty (120) calendar days written notice prior to retirement.
- d. Personal Leave - The Board shall grant the Superintendent personal leave of four (4) days per year non-cumulative with pay. Personal leave days used shall not be deducted from the number of sick days from (b), above and unused personal leave days will convert into sick days.
- e. Other Benefits - The Superintendent shall be covered by all other benefits granted by the Board to the district's professional staff including retirement benefits.

- f. Memberships - The Board shall pay the Superintendent's membership in the American Association of School Administrators (A.A.S.A.), the Michigan Association of Superintendents and Administrators (M.A.S.A.), the Rotary Club of Muskegon, and the Fruitport Lions Club, as well as other appropriate affiliations, as approved.
- g. Vehicle Allowance – In lieu of mileage reimbursement, the Board agrees to pay the Superintendent a \$450 per month vehicle allowance.
- h. Cellular Phone Expense - In lieu of the District maintaining cellular phone service in the Superintendent's name, the Board agrees to pay the Superintendent a stipend in the amount of \$75 per month of each year of the Contract for the use of the Superintendent's personal cellular phone.

#### **7. OUTSIDE ACTIVITIES**

The Superintendent may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writing, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.

#### **8. EVALUATION**

The Board shall formally evaluate the Superintendent's performance not less than once each school year and completed no later than the December regular Board of Education meeting of each such year. The evaluation process shall include, but is not limited to, a conference with the Superintendent. The Board shall use the MASB Superintendent Evaluation tool to annually evaluate the Superintendent.

#### **9. PROFESSIONAL DEVELOPMENT AND MAINTENANCE OF SKILLS**



- a. The District expects the continuing professional growth of the Superintendent and the maintenance of his skills through his participation as he might decide in light of his responsibilities as Superintendent in appropriate state, local and national conferences, seminars, in-services and informational meetings. The Superintendent will appraise the Board before the Superintendent's extended conference activities. The Board approves the Superintendent to attend the AASA National Convention, all meetings of the Michigan Association of School Administrators (including state and regional meetings and conferences), and such other out of state meetings, as approved by the Board. Travel, registration, room, meal, and related incidental expenses shall be paid and/or reimbursed by the Board of Education.
- b. The District will pay for coursework and reasonable expenses related to the successful completion of academic university coursework pertaining to educational leadership. This is limited to in-state-tuition rates.

#### **10. PROFESSIONAL LIABILITY**

The District agrees to endorse the Superintendent as an insured on the school district's liability insurance policy and further agrees to indemnify and save harmless the Superintendent against expenses actually and necessarily incurred by the Superintendent in connection with any legal actions, except:

- a. Any action in which the Superintendent shall have been determined to have been guilty of intentional misconduct or gross negligence.
- b. Any action in which the Superintendent shall have been determined to have been guilty of negligence arising out of a breach of duty following notice of termination, unless the Board shall otherwise decide; or
- c. Any action in which the Superintendent shall have failed to notify the school district of a claim within a reasonable time or shall have failed to cooperate in the defense of such claim, but only to the extent that the defense of such action shall have been prejudiced by reason of

such failure to give notice or to cooperate.

#### 11. **MEDICAL EXAMINATION**

The Superintendent shall, if required by the Board, and not less than once annually during employment, provide the Board with a report or reports of examinations by medical personnel for the purpose of determining that the Superintendent is capable of performing the essential job functions required by his assignment. Examinations necessary to obtain such report(s) shall be at Board expense. Examinations may include but are not limited to, at the Board's option, history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays or any other test requested by the Board for any lawful purpose.

By executing this Contract, the Superintendent hereby authorizes the release of any medical information by such medical personnel with any and all information concerning the Superintendent's employment and any other pertinent information they may have, personnel or otherwise. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential. The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policy-holder or third-party administrator providing insurance programs specified under this Contract.

#### 12. **DISABILITY OR INCAPACITY**

In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his assignment, he shall be granted an initial leave up to ninety (90) work days for the purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent allowed by law. In order to utilize leave under this provision, the Superintendent shall first furnish medical certification to the Board (or its designee) respecting the necessity for the leave. This certification, from the Superintendent's health care provider, shall include the following:

- a. The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition including the probable duration of the Superintendent's present incapacity.

- b. A statement of regimen of treatment.
- c. An indication of whether inpatient hospitalization is required.
- d. Projected return date.

The Board (or designee) may require a second opinion, at Board expense, by a physician selected by the Board.

The Superintendent may request up to a ninety (90) work days unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a reasonable likelihood that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. The Board may require a second opinion at its expense by a physician selected by the Board. Any extensions of leave for this purpose shall be at the discretion of the Board.

Prior to the resumption of duties after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense. The Superintendent's employment is contingent upon being fit to fully perform the essential responsibilities of the position. In the event the Board determines that the Superintendent is not fit to fully perform his duties at the expiration of a leave period, it may terminate this Contract, and it shall have no further obligations hereunder. Such action by the Board shall not affect any rights the Superintendent may have under group long-term disability coverage.

### 13. **SUSPENSION**

Whether pending the procedures set forth in paragraph 15 or pending an investigation of the conduct of the Superintendent, the Board may, in its sole discretion, direct that the Superintendent suspend all or any part of the performance of responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract, until the Superintendent is either

reinstated or terminated under this Contract.

14. **TERMINATION PROVISIONS**

- a. By mutual agreement of parties, at any time.
- b. By either party at the end of the contract term, by written notice of non-renewal to the other no less than ninety (90) days (April 1) prior to the end of the contract term (June 30). Under this provision, no reasons or hearings shall be afforded.
- c. The Board may terminate the Superintendent and this Contract at any time during its term hereof or any extension, for any act by the Superintendent of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or for any material breach of the terms and conditions of this Contract. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its terms, which decision is discretionary with the Board.

In the event the Board undertakes to dismiss the Superintendent during the term of this Contract, the Board shall notify the Superintendent in writing of the charges against him. If the Superintendent wishes to contest the charges, he shall respond in writing to each of the charges and may make a written request for a hearing before the Board within ten (10) days of his receipt of the charges. If the Superintendent does not contest the charges in the time and manner specified, the charges shall be considered admitted, and the Superintendent shall be considered to have waived any right to contest the charges. If requested by the Superintendent, a hearing before the Board will be scheduled at a time and place set by the Board not less than seven (7) days or more than thirty (30) days after its receipt of the request. The hearing need not be conducted using formal trial or evidentiary procedures, but the Superintendent will be given an opportunity to address the charges. The Board shall notify the Superintendent of its decision in writing within fifteen (15) days of the Board's receipt of the Superintendent's written response to the charges. The Board's decision shall be final and binding on the parties.

In the event of termination of the Superintendent's employment during the term of this

Contract, this Contract shall automatically terminate, and the Board shall have no further obligation hereunder.

- d. The Board may, at its option terminate this agreement in the event the Superintendent is unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control and said disability exists for more than six (6) consecutive months, or if said disability is permanent, irreparable, or of such nature as to make the performance of his duties impossible. Upon termination, the respective duties, rights and obligations hereof shall terminate provided, however, that this paragraph shall not be construed to prevent the Board from otherwise securing performance of the duties of the Superintendent during any period of disability for which the Board deems such services necessary.

15. **BREACH**

In case of a breach by either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

16. **PROHIBITION OF TENURE**

The Superintendent shall not be deemed to be granted continuing tenure as provided for in the Teacher Tenure Act (Act No. 4, PA of 1937, Extra Session, as amended) in the Superintendent's position established by virtue of this contract.

17. **SCOPE OF AGREEMENT**

This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts between the Board and the Superintendent. There are no representations or promises other than as set forth herein which have induced the Superintendent to enter into this Contract. The Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. No valid waiver of any provisions of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

**Appendix A**  
**Superintendent's Salary Schedule**

<b>Step</b>	<b>Base Salary</b>	<b>Merit Pay Percentage</b>	<b>Stipend</b>	<b>Tax Deferred Annuity</b>
1	\$186,405	1%	\$5,000	\$11,400
2	\$192,800	1%	\$5,000	\$11,400
3	\$199,150	1%	\$5,000	\$11,400
4	\$205,500	1%	\$5,000	\$11,400
5	\$211,850	1%	\$5,000	\$11,400
6	\$217,621	1%	\$5,000	\$11,400
7	\$224,390	1%	\$5,000	\$11,400
8	\$231,122	1%	\$5,000	\$11,400
9	\$238,056	1%	\$5,000	\$11,400
10	\$245,198	1%	\$5,000	\$11,400
11	\$252,554	1%	\$5,000	\$11,400
12	\$260,131	1%	\$5,000	\$11,400

## **FRUITPORT BOARD OF EDUCATION**

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Dave Hazekamp, President

Date

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Kris Cole, Vice President

Date

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Steve Kelly, Secretary

Date

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JB Meeuwenberg, Treasurer

Date

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Tim Burgess, Trustee

Date

---

Josh Mueller, Trustee

Date

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Kathy Six, Trustee

Date

## **SUPERINTENDENT**

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Jason J. Kennedy - Superintendent

Date



Student Affairs Committee  
Monday, September 8, 2025  
4:30 p.m.

## **MEETING MINUTES**

### **Meeting Location:**

Fruitport Community Schools Central Office  
3255 E. Pontaluna Rd.  
Fruitport, MI 49415

### **Attendance:**

The meeting was called to order at 4:30 p.m. with Tim Burgess, Dave Hazekamp, Josh Mueller, and Jason Kennedy present.

1. **Sex Education Advisory Board (SEAB) Update** - An update was discussed as it pertains to the Sex Education Advisory Board's recommendation on 5th grade materials. The Committee discussed tabling any decision on using these resources at this time.
2. **English Language Learner Handbook** - The Committee reviewed the English Language Learner Handbook and discussed the Board of Education approving the handbook at the Board meeting on September 15, 2025.
3. **November 4, 2025 Bond Proposal Update** - The Committee discussed an update on the November 4th bond proposal.
4. **Other:** None
5. **Public Comment:** None
6. **Adjournment:** The meeting was adjourned at 4:59 p.m.

Respectfully submitted by Jason Kennedy, Superintendent



**BOARD ACTION REQUEST FORM**

**Meeting Date:** September 15, 2025

To: Board of Education  
From: Jason J. Kennedy

Attachment #X-1

**Subject to be Discussed and Policy Reference:**  
English Language Learner Handbook

**Background Information:** Under Title VI of the Civil Rights Act of 1964, school districts must ensure that English Language Learners can participate meaningfully and equally in educational programs and services. Students who meet requirements as English Language Learners (ELLs) must be provided a language assistance program and services, in addition to the basic/core education services that all students in the District receive.

The purpose of the District's English Language Learner Handbook is to provide clarification regarding Civil Rights obligations of educators serving English Language Learners (ELs) within Fruitport Community Schools, while providing tools and resources for providing a quality and equitable education to English Language Learners in the District.

The District has students who speak English, Mandarin, Polish, Punjabi, Spanish, Tagalog, Ukrainian, Urdu, and Vietnamese as primary languages that we support.

**Financial Impact:**

**Recommended Action:**

1. To approve the District's English Language Learner Handbook, as discussed.

**Action Taken:**

**Vote:** \_\_\_ Burgess      \_\_\_ Cole      \_\_\_ Hazekamp      \_\_\_ Kelly  
         \_\_\_ Meeuwenberg      \_\_\_ Mueller      \_\_\_ Six

# Fruitport Community Schools



## ENGLISH LEARNER HANDBOOK

Updated 12/4/24

# Introduction:

At Fruitport Community Schools we are empowering individuals to positively impact their world.

Regardless of national origin or native language, Fruitport Community Schools seek to provide all students with equal access to a high-quality education and the opportunity to reach their full potential.

Accordingly, students who are English Learners (ELs) are provided instructional services through an English as a Second Language (ESL) program which is designed to meet their unique needs.

The purpose of this handbook is to provide (a) clarification regarding Civil Rights obligations of educators serving English Learners (ELs) within Fruitport Community Schools and (b) to provide practical tools and resources for providing a quality and equitable education to ELs in these programs.

# Definition of an English Learner:

The term “English learner,” when used with respect to an individual, means an individual:

- (A) who is aged 3 through 21;
- (B) who is enrolled or preparing to enroll in an elementary school or secondary school;
- (C)(i) who was not born in the United States or whose native language is a language other than English;
  - (ii)(I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and
  - (II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or
  - (iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and
- (D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual –
  - (i) the ability to meet the challenging State academic standards;
  - (ii) the ability to successfully achieve in classrooms where the language of instruction is English; or
  - (iii) the opportunity to participate fully in society. (ESEA Section 8101(20))

To be classified as EL, an individual must meet the criteria of A, B, C and D in the definition above. To meet the criteria for C, an individual can meet the criteria of any of i, ii or iii. If the criterion to meet C is ii, then the individual must meet the criteria of both I and II. To meet the criteria for D, an individual must be denied one of the three listed (i or ii or iii).

# Legal Responsibilities:

## Title I & Title III

### PROGRAMS OF ENGLISH LEARNERS

Under Title VI of the Civil Rights Act of 1964 and the EEOA, all States and LEAs must ensure that ELs can participate meaningfully and equally in educational programs and services. Students who meet the protocol requirements as English Learners (ELs) must be provided a language assistance program services, in addition to the basic/core education services (adopted by the local board of education) that all students in the LEA receive. This language assistance program services must provide meaningful access to the core curriculum and provide direct English language instruction. The intensity of language assistance program services provided is directly related to the individual student's level of proficiency. The less English proficiency a student has, the more intense his or her program of language assistance program services should be. The language assistance program services could include research-based models such as bilingual education, ESL/ELD programs, and/or sheltered instruction. These federally required language assistance program services ensure that ELs have equitable access to the basic, local board of education-adopted curriculum provided to all students, and acquire English language proficiency.

To meet their obligations under Title VI and the EEOA, LEAs must, for example:

- Identify and assess all potential EL students in a timely, valid, and reliable manner;
- Provide EL students with a language assistance program that is educationally sound and proven successful, consistent with *Castañeda v. Pickard* and the Supreme Court decision in *Lau v. Nichols*;
- Provide sufficiently well prepared and trained staff and support the language assistance programs for EL students;
- Ensure that EL students have equal opportunities to meaningfully participate in all curricular and extracurricular activities;
- Avoid unnecessary segregation of EL students;
- Ensure that EL students who have or are suspected of having a disability under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 are identified, located, and evaluated in a timely manner and that the language needs of students who need special education and disability related services because of their disability are considered in evaluations and delivery of services;
- Meet the needs of EL students who opt out of language assistance programs;
- Monitor and evaluate EL students in language assistance programs to ensure their progress with respect to acquiring English proficiency and grade level content knowledge, exit EL students from language assistance programs when they are proficient in English, and monitor exited students to ensure they were not prematurely exited and that any academic deficits incurred in the language assistance program have been remedied;
- Evaluate the effectiveness of a school district's language assistance program(s) to ensure that EL students in each program acquire English proficiency and that each program is reasonably calculated<sup>11</sup> to allow EL students to attain parity of participation in the standard instructional program within a reasonable period of time; and
- Ensure meaningful communication with parents of English Learners.

# Student Identification, Placement, and Exit

A student who scores *Entering (Level 1)* through *Bridging (Level 4.9)* on the Screener is eligible for Title III EL Program Support. The district's entrance eligibility follows [MDE's Entrance Protocol](#). The district will designate personnel responsible for completing the eligibility determination and getting the identification into MSDS.

Scores from the WIDA ACCESS for ELs 2.0 are necessary for exiting students from the Title III EL program. A student who meets the minimum criteria established in the Michigan Department of Education English Learner Program Entrance and Exit Protocol may be exited from the Title III EL Program. The exit protocol states that a student must meet the following criteria to be exited from the program: 4.8 composite score. Students exited from the Title III EL Program must also be exited from the program in the MSDS and are then considered FEL (Former English Learner) for four years. FEL academic performance must be monitored for four (4) years. Criteria used to exit a student will be placed in the student's CA 60.

# Indicator Quick Links:

1. <a href="#">Common Entrance and Exit Protocol</a>	11. <a href="#">Comprehensible Information to Guardians</a>	21. <a href="#">Supports and Accommodations</a>	31. <a href="#">Equitable Provision of Services</a>
2. <a href="#">Home Language Survey</a>	12. <a href="#">Refusal of Service</a>	22. <a href="#">Supplemental Professional Learning</a>	32. <a href="#">Timely Consultation with Private Schools</a>
3. <a href="#">Identification and Eligibility Determination of Immigrant Students</a>	13. <a href="#">Research Based EL Development</a>	23. <a href="#">Professional Learning Effectiveness</a>	33. <a href="#">Early Childhood Coordination</a>
4. <a href="#">Home or Primary Language Assessment</a>	14. <a href="#">EL Proficiency &amp; State Standards</a>	24. <a href="#">Properly Certified Staff</a>	34. <a href="#">Annual Measurement of English Proficiency</a>
5. <a href="#">Services in a Timely Manner</a>	15. <a href="#">Meaningful Access</a>	25. <a href="#">Not Applicable to SCS</a>	35. <a href="#">Consortium Agreement</a>
6. <a href="#">Procedures for Determination of Language Proficiency</a>	16. <a href="#">Appropriate Interventions</a>	26. <a href="#">Certified Personnel Planning Instruction</a>	36. <a href="#">Not Applicable to SCS</a>
7. <a href="#">Effective Guardian Engagement</a>	17. <a href="#">Special Education Referral Process</a>	27. <a href="#">Program and Initiative Effectiveness</a>	37. <a href="#">General Fund Uses</a>
8. <a href="#">Regular Guardian Meetings</a>	18. <a href="#">Comprehensive High School Education</a>	28. <a href="#">Reading Progress Monitoring</a>	38. <a href="#">Not Applicable to SCS</a>
9. <a href="#">Evaluating Guardian Engagement</a>	19. <a href="#">Annual Assessment of All EL Proficiency</a>	29. <a href="#">Title III Fund Usage</a>	39. <a href="#">Title III Fiscal Records</a>
10. <a href="#">Guardian Notification</a>	20. <a href="#">State and English Language Proficiency Assessments</a>	30. <a href="#">Immigrant Program Activities</a>	

# Indicator 1

The LEA follows the MDE **common Entrance and Exit Protocol** for initial identification and placement of eligible English Learners (ELs) ages 3 to 21 including the provision of federally required notifications to parents or guardians of students identified as ELs. The district's entrance eligibility follows [MDE's Entrance Protocol](#).

*Title VI of the Civil Rights Act of 1964 Guidelines and Equal Educational Opportunities Act (EEOA)  
ESEA Section 1112(e)(3); OCR EL Toolkit Chapter 1*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Michigan Home Language and Immigrant Survey</a> <a href="#">Entrance and Exit Protocol</a> <a href="#">Parental Notification Letters</a>	Curriculum Director and EL Coordinator	Updated annually by July 1.	The Board of Education will review and approve this handbook annually prior to the start of the school year



# Indicator 2

The LEA has evidence that **every** K-12 student has completed a **home language survey**.

*Title VI of the Civil Rights Act of 1964; OCR Guidelines and EEOA obligations – OCR EL Toolkit Chapter 1; ESEA Section 1112(e)(3)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Enrollment Document Fruitport Community Schools</a> <a href="#">Michigan Home Language and Immigrant Survey</a> <a href="#">Directions - Translating Google Docs</a> <a href="#">List of all identified eligible ELs</a>	Central Office Administrative Assistant and Building Level Administrative Assistant	Occurs upon initial enrollment	The Building Level Administrative Assistant will ensure all proper forms, including the Home Language Survey are completed during the enrollment process. Translated enrollment forms will be made available to families. Enrollment forms will be included in the student's permanent CA-60 files. The building level secretaries will collect the Home Language Surveys from families and email the Curriculum Director and the ELL Teacher when a student has responded to either question with a language other than English. Teacher who will then arrange prompt assessment of the student to determine eligibility.

# Indicator 3

The LEA has documentation to support the **identification and eligibility determination of immigrant students.**

*Title VI of the Civil Rights Act of 1964*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Home Language and Immigrant Survey</a>  <a href="#">List of all identified eligible ELs</a>	Curriculum Director & Pupil Accounting	Occurs upon initial enrollment and tracked annually	<p>Upon enrollment families will complete the Home Language and Immigrant Survey. If a student is identified as an immigrant student they will be entered into the EL student spreadsheet. The Curriculum Director will notify the Pupil Accountant during the next count window to ensure proper recording of student in the District's SIS and MSDS.</p> <p>If the child entered US schools within 30 cumulative academic months from the enrollment date, the student is identified as immigrant in the District's Student Information System (PowerSchool) and reported in Michigan Student Data System (MSDS) as code 9130 during the following count days.</p> <ul style="list-style-type: none"><li>- In grades K-2 students can be automatically identified as they are in their first 3 years in US schools.</li><li>- Outside K-2, there will be an interview process to determine where the students are in their 30 cumulative months.</li><li>- Once 30 cumulative academic months have passed students will be de-identified.</li><li>-</li></ul> <p>The Curriculum Director and Pupil Accountant will meet every spring to identify any students how have met their 30 month eligibility requirement and de-identfy them as immigrants in PowerSchool</p>

# Indicator 4

The LEA has evidence that all students with **home or primary language other than English have been assessed for English proficiency**, using the WIDA Screener within thirty school days of the beginning of the school year or within ten school days if student enrolled during the school year.

*ESEA Section 1111(b)(2)(G)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">List of all identified eligible ELs</a>  <a href="#">Assessment Coordinator Training Guide</a>  <a href="#">WIDA Screener &amp; W-APT Policy Manual</a>	EL Coordinator	Performed within 30 days of the beginning of the year or within 10 days if enrolled during the school year	If a student is identified as speaking a primary language other than English or as having language other than English spoken in the home, as indicated in the Home Language and Immigrant Survey, the student may be eligible for EL services. The EL Teacher will perform the WIDA Screener within 30 days of the beginning of the school year or within 10 days if the student enrolls during the school year. The EL Teacher will enter the WIDA screener scores into OEAA.

# Indicator 5

The LEA ensures that all eligible ELs **receive services upon identification, in a timely manner.**

*ESEA Section 3115(c); Title VI of the Civil Rights Act of 1964 - OCR Guidelines and EEOA obligations -OCR Toolkit Chapter 1*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">List of all identified eligible ELs</a>	EL Coordinator	Within a timely manner upon identification of required services.	Once a student has been identified as needing EL services, the EL Coordinator will reach out to the student's teacher and provide all applicable information in order to start services based on the proficiency of the student. The EL Coordinator will be in communication with the building principal and teachers about the student's progress. Additionally, depending on the student and their proficiency various additional supports may be offered within the district.

# Indicator 6

The LEA has **procedures for the determination of language proficiency** by trained personnel.

*Title VI of the Civil Rights Act of 1964 - OCR Guidelines and EEOA obligations -OCR Toolkit Chapter 1*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">WIDA Training Certificate</a>  <a href="#">FCS - EL Staff Certification</a>	EL Coordinator	Within 5 days of learning the results of the WIDA Screener	The EL Coordinator will be properly trained and certified to administer the WIDA Screener. Ongoing training will be completed as necessary. When a students completes the WIDA Screener, the score will be used to determine language proficiency. Students that score below 5.0 on one or more domains are eligible for the English Language Program.

# Indicator 7

The LEA has an **effective means of parent, guardian, and family engagement** to parents of ELs (programs, activities, training, family literacy). The LEA has evidence that EL parents and families are engaged as invested parties.

*ESEA Section 1112(e)(3)(C), 1116(f); 3115(c)(3)(A); 3116(b)(3)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">ABCs of Family Engagement</a>  <a href="#">OCR EL Toolkit Chapter 10</a>  <a href="#">Example - Parent and Family Engagement Doc</a>  <a href="#">Directions - Translating Google Docs</a>	EL Coordinator & Building Principal	Annually	FCS will offer parent engagement opportunities throughout the school year. Additionally, the district will ensure family engagement is tailored to identified families and students. Building principals use email and social media to communicate with families for parent nights including, but not limited to, parent/teacher conferences, STEM Nights, student orientation, math nights, reading nights,

# Indicator 8

The LEA **conducts regular meetings** for parents, guardians and families of ELs.  
*ESEA Section 1112(e)(3)(C); 1116(f)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Additional Resources
<a href="#">Directions - Translating Google Docs</a>  <a href="#">OCR EL Toolkit Chapter 10</a>  <a href="#">Link to Propio Directions</a>	EL Coordinator, Curriculum Director and Building Administrator	See district calendar for Fall and Spring conference schedules.	MAISD has contracted with Propio on FCS's behalf. Translation services will be used as necessary. FCS will conduct meetings in the Fall and Spring in conjunction with Parent/Teacher conferences; as well as having meetings as necessary throughout the year.

# Indicator 9

The LEA **evaluates and determines the effectiveness of the parent, guardian, and family engagement** .  
*ESEA Section 3115(c)(3)(A); 3116(b)(3); Title VI of the Civil Rights Act of 1964 – OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 10*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Parent event survey</a> <a href="#">Directions - Translating Google Docs</a>	Building Principal and School Improvement Teams	We will give a survey to parents in the late fall and early spring to determine the effectiveness of the parent engagement activities.	As indicated in Indicator 7, FCS will host parent engagement sessions in conjunction with other parent meetings happening in the district. A collective evaluation of those events will be used to determine effectiveness and given in the late fall and early spring. The school improvement teams at FCS will review the survey data in the late fall and spring of each year in order to make plans for the following years engagement activities.



# Indicator 10

The LEA **notifies parents or guardians promptly** (within 30 days after the beginning of the school year or 10 days during the school year after their student enrolls) regarding participation in the EL/Title III program.

*ESEA Section 1112 (e)(3)(A); Title VI of the Civil Rights Act of 1964 – OCR Guidelines and EEOA obligation – OCR Toolkit Chapter 1*

Fruitport Resources	Responsible Staff Member:	Dates and Timelines:	Procedure
<a href="#">Parental Notification Letters</a>  <a href="#">Directions - Translating Google Docs</a>  <a href="#">List of all identified eligible ELs</a>	EL Coordinator and Central Office Administrative Assistants	Within 30 days after the beginning of the year or within 10 days after student enrolls mid year	The EL Coordinator will compile annual notification letters for all identified EL students. Letters must contain all required components and will be provided in both english and the student's native language. The Central Office Administrative Assistants will ensure letters are mailed in the appropriate timelines and document this in the EL student tracking spreadsheet.

# Indicator 11

The LEA **provides parental information in a comprehensible format** and, to the extent possible, in a language that the parent or guardian can understand.

*Title VI of the Civil Rights Act of 1964 - OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 10; ESEA Section 1112(e)(4)*

Fruitport Resources	Responsible Staff Member:	Dates and Timelines:	Additional Resources
<p><a href="#">Link to Propio Directions</a></p> <p><a href="#">Directions - Translating Google Docs</a></p> <p>FCS will utilize Final Forms for athletics. This tool allows for language translation.</p>	FCS teachers and building administrators	As needed upon registration	MAISD has contracted with Propio for the entire county. Translation services will be used as necessary. FCS teachers use Class Dojo and Remind to communicate with families and both tools allow for communications to be translated. Registration materials are in Google Forms which can be translated.

# Indicator 12

The LEA has evidence that parents or guardians who did not wish language support **signed an informed refusal of service**.

*ESEA Section 1112(e)(3)(viii); Title VI of the Civil Rights Act of 1964- -OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 7*

Fruitport Resources	Responsible Staff Member:	Dates and Timelines:	Procedure
<a href="#">Parental Notification Letters</a>  <a href="#">Directions - Translating Google Docs</a>  <a href="#">List of all identified eligible ELs</a>	EL Coordinator  Pupil Accountant	Provided only if parents or guardians express refusal of services	The parent has the right to decline language support services for their student(s). District staff are trained to know that they cannot recommend or offer to opt out. If parents choose to opt out of services the EL Coordinator will get the signed Opt-Out English Learner Form and will notify the Pupil Accountant via email who will use the MSDS Service Code 15 for reporting purposes.

# Indicator 13

The LEA has an EL Program of Service that provides coherent, sustained English language development **based on research** or accepted theories.

*ESEA 3115(a); 3115(c)(1), 3116(b); Title VI of the Civil Rights Act of 1964- OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 2*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">WMU English as a Second Language Graduate Certificate Program</a>  <a href="#">LAP Document</a>  <a href="#">Plan for Model Program</a>	Curriculum Director  Business Director  EL Coordinator	Annually	FCS provides a combination of designated ELD (pull-out model) and integrated ELD. Portions of our program are funded through Section 41, Title 3, and general fund. Most of the teaching materials are funded through Section 41 and Title 3. Previously, the EL teacher is split-funded through Section 41 and general fund due to guidance from MAISD. Moving forward, the position will be funded by general fund.

# Indicator 14

The LEA ensures that the language assistance program (LAP) and the supplemental language instruction educational program, or EL Program, focus on the development of **English language proficiency** and student academic **attainment of the state content standards**.

*ESEA Section 3115(a), 3115(c)(1); 3116(b); Title VI of the Civil Rights Act of 1964- OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 2*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">LAP Document</a> <a href="#">ESL Program Teacher Training</a> <a href="#">iReady Growth</a>	Curriculum Director	Annually	We use iReady to track student progress in grades K-8. This shows growth in Reading and Math each year. We are able to use this information to track student growth compared to the Michigan standards in ELA and Math

# Indicator 15

The LEA has a program of services that provides **meaningful access** to all aspects of the instructional program including core content, elective classes and special programs such as programs for talented and gifted students.

*Title VI of the Civil Rights Act of 1964 - OCR Guidelines and OEAA obligation – OCR Toolkit Chapter 4*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">LAP Document</a> <a href="#">ESL Program</a> <a href="#">Teacher Training</a> <a href="#">MAISD SIOP Training</a> <a href="#">Student Example</a>	EL Coordinator  Curriculum Director	Annually	All EL students will be included in core, Tier 1 instruction. Training will be provided to all teachers on how best to support EL students. The EL Coordinator will periodically meet with teachers and counselors to advocate for EL students' access to programs and extracurriculars, as needed, to make sure they are able to access the classes and programs that they are interested in.

# Indicator 16

The LEA has evidence that **appropriate interventions** are made when exited students are not succeeding, such as tutorials, intensified instruction, and/or extended day/year. In the event such interventions have proven inadequate, evidence that the LEA has considered whether a persistent language barrier may be the cause of academic difficulty, and if the LEA has so determined, evidence that additional language assistance services are offered. In no case is re-testing of an exited student's ELP prohibited.

*ESEA Section 3121(a)(4-5); Title VI of the Civil Rights Act of 1964 – OCR Toolkit Chapter 8*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">FCS - MTSS Summary</a>  <a href="#">List of all identified eligible ELs</a>	Curriculum Director  Building Level Tier 2 Teams  EL Coordinator	Every 4 - 6 weeks	Once a student has exited EL status they will continue to be closely monitored for four additional years. We will track FEL students at the bottom of our Eligible EL spreadsheet. A separate tab in the document will be used to track student service minutes, grades, and student needs. FCS uses a Multi-Tiered Support System (MTSS) to identify students who are struggling and a dedicated team to provide support to ALL students who may need additional help. This team reviews data such as grades, assessment scores, classroom behavior and evaluates and identifies students who will receive another level of support in order to be successful. See MTSS procedures.

# Indicator 17

The LEA has implemented a **referral process for special education** eligibility that attempts to rule out the possibility of ELs being identified for special education programs based on limited English proficiency, or lack of appropriate instruction.

*34 CFR § 300.306(b); Title VI and Civil Rights Act of 1964 - OCR Toolkit Chapter 6*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Individualized Education Program EL Considerations</a>	ESU Supervisors and Directors of Special Education  EL Coordinator	At the time of IEP Eligibility for each student.	FCS IEP forms have a mandated section of completion that include questions about second languages. The IEP team will ask if learning has been impeded by any language barriers prior to determining eligibility. Additionally, families will be offered translation and interpreter services. FCS will ensure that the student will be tested in their native language as well as in English to determine the persistence of the disability across languages.



# Indicator 18

The LEA has a program of service for ELs that includes a **comprehensive high school education** leading to graduation with a high school diploma.

*ESEA Section 3115(d) and Title VI of the Civil Rights Act of 1964 - OCR Guidelines and EEOA obligations - OCR toolkit Chapter 5*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">FHS Student Handbook (p. 22)</a>	EL Coordinator  High School Counselors	Annually	All students, including ELs have access to the all of the <a href="#">classes in the course catalogue</a> . ELs that are in grades 11-12 have the opportunity for a <a href="#">Personal Curriculum</a> . Counselors monitor all students including English Language Learners to ensure they are on target for graduation. Additionally, they work with students to ensure that they are taking the best programming to meet their needs.

# Indicator 19

The LEA **annually assesses the English proficiency of all ELs** in grades K-12 whether or not the LEA is funded by Title III.

*ESEA Section 1111(b)(2)(G); Title VI of the Civil Rights Act of 1964 – OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 8*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Example of WIDA Roster</a> <a href="#">Parental Notification Letters</a>	EL Coordinator  Curriculum Director	WIDA test is given to all EL students each spring.	When a student is identified through the enrollment process, he or she will be given the WIDA screener within 30 days of enrollment at the start of the year or within 10 days of enrollment at other periods of the year. Each spring the EL Coordinator and the Director of Curriculum and Instruction will ensure that each EL student completes the WIDA Access for ELLs.

# Indicator 20

The LEA ensures that ELs are included in **all state content and English Language Proficiency (ELP) assessments.**

*ESEA Section 1111(b)(2)(I)(ii)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Example M-Step and SAT testing rosters</a>	Special Education Teacher  EL Coordinator	Request for EL accommodations - January (for spring testing)	When a student receiving EL support is required to take state required assessments, Fruitport Community Schools will include appropriate accommodations permitted by the state. The Special Education teacher will ask the EL Coordinator for a list of EL students and the accommodations for testing. The Special Education teacher will input the accommodations for testing.

# Indicator 21

The LEA implemented appropriate supports **and accommodations** for students with diverse learning needs (inclusive of ELs who may also be students with disabilities) necessary to measure the achievement of such students relative to state content standards.

*ESEA Section 1111(b)(2)(B)(v); Title VI of the Civil Rights Act of 1964 – OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 6*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">List of universal accommodations</a>	Special Education Teacher  EL Coordinator	Request for EL accommodations - January (for spring testing)	All students receive access to the list of universal accommodations that are provided.  Students will be identified in our SIS (PowerSchool) with a WIDA symbol so the teacher knows which students are ELL. Staff will receive PD in the fall to understand what the students can do based upon their WIDA score.  When a student receiving EL support is required to take state required assessments, FCS will include appropriate accommodations permitted by the state. The Special Education teacher will ask the EL Coordinator for a list of EL students and the accommodations for testing. The Special Education teacher will input the accommodations for testing.

# Indicator 22

The LEA has evidence that effective **supplemental** professional learning is available to the instructional staff of ELs (including teachers in classroom settings that are not the setting of the LAP), administrators, parents or guardians, family and community that is:

- designed to improve instruction and assessment of ELs
- designed to enhance the ability of teachers to understand curricula, assessment, and instructional practices to meet the needs of ELs
- effective in increasing children's English language proficiency or substantially increasing the subject matter knowledge, teaching knowledge, and skills of such teachers and
- of sufficient intensity and duration that it has a positive and lasting impact on the teacher's performance

*ESEA Section 3115(c)(2); 8101(42)(B)(ix); Title VI of the Civil Rights Act of 1964– OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 3*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">MAISD professional learning opportunity</a> <a href="#">ESL Program Teacher Training</a>	ELL Systems Coach (MAISD) EL Coordinator FCS teachers	Update MAISD PD calendar annually and schedule PD for school year	In collaboration with the ELL Systems Coach at MAISD, FCS will provide supplemental professional learning to instructional staff.  Additionally, the EL Coordinator will provide training for staff as needed.

# Indicator 23

The LEA has procedures to determine the **effectiveness of professional learning activities** provided to teachers of ELs.  
*ESEA Section 3115(c)(2); Title VI of the Civil Rights Act of 1964– OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 3*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<p>Professional learning opportunities, through MAISD, include participant surveys for effectiveness. Participating staff will complete the survey.</p> <p><a href="#">Example survey results</a></p> <p>Late start professional development for ESL Program is provided at the start of the year. Staff will complete a survey following the training.</p>	Participating staff, Principal/EL Coordinator, Curriculum Director	After each professional learning opportunity	<p>2024/2025 PD Plans:</p> <ul style="list-style-type: none"><li><a href="#">Professional Development Plan</a></li></ul>

# Indicator 24

The LEA has hired the **staff necessary to implement their chosen program properly** and has documentation of proper certification and endorsements for instructional staff of ELs in the LEA office.

*MCL 380.1231; R390.1105; ESEA Section 3115(c); 3116(a); Title VI of the Civil Rights Act of 1964 – OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 3*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedures
<a href="#">WMU Program</a> <a href="#">FCS - EL Staff Certification</a> <a href="#">Staffing Calculator</a> <a href="#">4 Year Staffing Plan</a>	Curriculum Director  EL Coordinator  Assistant to the Superintendent	Ongoing evaluation	<p>Our EL Teacher is currently enrolled in WMU's Master's program to earn her EL endorsement.</p> <p>The District annually evaluates all FTEs to ensure that all programs, including EL is properly staffed based the current climate. We have included a 4-year plan to increase the number of FTEs matches the needs identified on the Staffing Calculator.</p> <p>The Superintendent's Office ensures all documentation of proper certification and endorsements are retained in employee files.</p>

# Indicator 25

All **teachers, funded by Title III, teaching ELs are fluent in English** and any other language used for instruction including having written and oral communication skills.

*ESEA Section 3116(c)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
Not applicable at this time.	Curriculum Director  Superintendent's Administrative Assistant	Annually	We do not currently have any teachers funded by Title III.



# Indicator 26

The LEA has procedures that provide for the supervision of qualified paraprofessionals which ensure that **certified personnel are planning instructional programs.**

*ESEA Section 3201(11); Title VI of the Civil Rights Act of 1964 – OCR Guidelines and EEOA obligations – OCR Dear Colleague Letter January 7, 2015 pp16-17*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
Not applicable at this time.	EL Coordinator	Annually	FCS doesn't not currently employ paraprofessionals to support ELs. If we did, our EL teacher would plan the instructional support provided to the students and supervise their work.

# Indicator 27

The LEA determines the **effectiveness of programs and initiatives** in assisting ELs toward achieving State content standards and attaining English language proficiency.

*ESEA Section 3121 and 3122; Title VI of the Civil Rights Act of 1964 – OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 9*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">OCR EL Toolkit Chapter 9</a> <a href="#">FCS - EL Staff Certification</a> <a href="#">Example survey results</a>	EL Coordinator  Curriculum Director  District Improvement Team	As needed	FCS will evaluate the effectiveness of programs when we do our comprehensive needs assessments every 3 - 5 years during a district improvement meeting (Instructional Council) . Annually we will analyze the data from Acadience and iReady throughout the year. WIDA ACCESS will be used to determine the effectiveness of programs based on WIDA scores.

# Indicator 28

The LEA **monitors the progress** of ELs regarding:

- the number and percent of ELs **making progress toward attaining** English language proficiency (based on the WIDA) in the aggregate and disaggregated (e.g. by disability; by recently arrived)
- the number and percent of ELs who have **attained full English Language proficiency**, and who are exited from the program by the end of each school year the number and percentage of ELs meeting challenging State academic standards for each of the 4 years after such children are no longer receiving EL Program, including language assistance program (LAP), services in the aggregate and disaggregated, at a minimum, by ELs with a disability
- the number of ELs who have **not attained English language proficiency within five years** of initial classification as an EL and first enrollment in the LEA
- the number and percent of students who have been **reclassified as EL**

*ESEA Section 3121(a); Title VI of the Civil Rights Act of 1964 – OCR Guidelines and EEOA obligations – OCR Toolkit Chapter 8*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">OCR EL Toolkit Chapter 8</a>  <a href="#">iReady Growth</a>  <a href="#">List of all identified eligible ELs</a> (WIDA scores in column Q)	EL Coordinator	Annually and quarterly	<p>The EL Coordinator will review data at the end of each quarter and work with EL students to set goals for the next quarter. Data used to monitor the progress of ELs include grades, iReady scores, WIDA ACCESS, M-Step, and attendance.</p> <p>No EL students exited the ESL Program last year. We have no EL students who have exited in the last 4 years that we are monitoring.</p>

# Indicator 29

The LEA submits a Title III/EL plan with **objectives, strategies and activities** indicating how the Title III funds (in addition to other local, state and federal funds) will be used to support the implementation of the plan. The budget created to support this plan is on file in the LEA office.

*ESEA Section 3115(g);3116(a-c)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Title 3 MOU</a> <a href="#">Link to Title 3 Budget</a> <a href="#">MICIP Goal</a>	Curriculum Director  EL Coordinator  MAISD Special Populations Coordinator	Annually	<p>The Curriculum Director in conjunction with the EL Coordinator will submit a Tile III/EL plan with objectives, strategies, and activities indicating how Title III fund will be used to support implementation of the district's plan to the MAISD Special Populations Coordinator.</p> <p>The objectives in the district improvement plan support increasing academic and social emotional outcomes for all students.</p>

## Indicator 30 (NOT APPLICABLE TO FCS)

The LEA plans and implements **immigrant program activities**, in coordination with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants.

*ESEA Section 3115(e)(1)(A-G)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure

# Indicator 31

The LEA has evidence of policies and **provision of services on an equitable basis** to EL children enrolled in participating private schools.

*ESEA Section 8501*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">MOU for county-wide consortium</a>  <a href="#">Example letter to private school</a>  <a href="#">Private school intent to participate form</a>	Curriculum Director  MAISD School Improvement Coordinator	Initial consultation is in the spring  Ongoing consultation happens when we receive initial and final allocations	FCS participates in the MAISD private/public school consortium for equitable services. The ISD sends out the letters to in and out of district schools and organizes the information for our initial consultation in the spring. FCS consults with Calvary Christian throughout the year as funding information becomes available. Calvary has turned down Title 3 money in our consultation meetings.

## Indicator 32 (NOT APPLICABLE TO FCS)

The LEA facilitates **meaningful and timely consultation with area private schools** regarding the participation of ELs, their teachers, or other educational personnel in Title III programming.

*ESEA Section 8501*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure

# Indicator 33

The LEA coordinates activities and shares relevant data with **early childhood programs** including Head Start, that help lead to improved alignment across the early educational years and improved outcomes for ELs.

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
	EL Coordinator  GSRP Director  Other applicable staff	Enrollment period	The GSRP/Head Start Director, Tuition Preschool Director, EL Coordinator and building principals will have transition meetings in the spring to ensure proper identification and services are provided for any students that receive special education or EL services, as needed.



# Indicator 34

The LEA has processes in place to **annually measure the English proficiency** of ELs.

*ESEA Section 1111(b)(2)(G)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">WIDA Screener Manual</a> <a href="#">WIDA Online Checklist</a> (Training requirements page 2) <a href="#">ESL Program Exit Letter</a> <a href="#">Example of WIDA Roster</a>	Curriculum Director EL Coordinator	Annually per requirement of MDE protocols	The Curriculum Director will ensure that test administrator(s) are properly trained. Training certificates will be documented and shared with the Curriculum Director. The EL Coordinator will set up testing schedules and test sessions for the entire district.

# Indicator 35

If the LEA was determined eligible for a Title III allocation of less than \$10,000, the LEA ensures that it has entered into a **consortium agreement** (Memorandum of Understanding) with LEAs to be eligible to receive Title III, Part A funds and services. The Consortium Lead provides services or funds and services. The Consortium fiscal agent is legally responsible to MDE for the grant.

*ESEA Section 3114(b); 34 CFR Section 76.303*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Link to MOU with MAISD</a>	Curriculum Director  Special Populations Coordinator for MAISD	Spring and Fall	FCS is a part of the consortium through the MAISD. The Special Populations Coordinator from MAISD reaches out with the MOU for The Curriculum Director to sign each spring.

# Indicator 36

The LEA has documentation that demonstrates **coordination of funds** from all local, state, and federal fund sources and the LEA budget spends no more than **two percent** of the Title III allocation for **administrative costs**.

*ESEA Section 3115(b and g); 3123*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Coordination of Funds Document</a> <a href="#">Budget Information from Munis</a>	Business Director  Accountant  Curriculum Director	Quarterly	<p>The Curriculum Director meets with the Business Office when quarterly to make sure the items that were approved in Section 41 and Title 3 are being charged to the correct accounts and with the correct function codes.</p> <p>We do not charge any administrative costs to Title 3.</p>

# Indicator 37

The LEA uses **only general funds** to pay for the costs of administration, scoring and reporting of the English Language Proficiency Assessment (WIDA) and the WIDA screener.

*ESEA Section 1111(b)(2)(G); 3113(b)(2); 3115(g)*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Coordination of Funds Document</a> <a href="#">Budget Information from Munis</a>	Business Director  Accountant  Curriculum Director	Quarterly	<p>The Curriculum Director meets with the Business Office when quarterly to make sure the items that were approved in Section 41 and Title 3 are being charged to the correct accounts and with the correct function codes.</p> <p>We do not charge any administrative costs to Title 3. This is also reviewed as part of our annual financial statement audit.</p>

# Indicator 38

The LEA has an **effective plan** for implementing allowable activities.  
*ESEA Section 3115(a-e); 3116*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Link to Title 3 Budget</a>	EL Coordinator  Curriculum Director  MAISD Special Populations Coordinator	Spring, fall, and winter	The MAISD leads the Title 3 consortium for the county. They send us the MOU to sign and provide direction on what expenses are allowable. We turn our budgets in after initial and final allocations are sent out.

# Indicator 39

The LEA **maintains separate fiscal records for Title III** and has **submitted all required reports** to the MDE.  
*2 CFR 200.333; ESEA Section 3121*

Fruitport Resources	Responsible Staff Member	Dates and Timelines	Procedure
<a href="#">Screenshot from Munis</a>	Director of Business Services	Annually	The Director of Business Services maintains the accounts for Title III in Munis.