



**REQUEST FOR PROPOSAL
FOR
GEORGE WASHINGTON CARVER ACADEMY
FOR
EMPLOYEE LEASING SERVICES**

Proposal Due Date: 10:00 A.M., Tuesday, March 27, 2018

Tentative Interviews: To be scheduled

Board Action: April 9, 2018

Potential Hire Date: July 1, 2018

**Provision Business Solutions
17336 West 12 Mile Road
Suite 200
Southfield, MI 48076**

Please note that the Board of Directors of George Washington Carver Academy reserves the right to accept or reject any and all proposals submitted for any reason. This Request for Proposal is not a contract for services.

INTRODUCTION

The George Washington Carver Academy (the “Academy”) Board of Directors is seeking proposals from experienced and qualified Employee Leasing Companies to provide employee leasing services. Proposals should include responses to the information requested herein and any additional information that will assist the Board of Directors in making a decision.

The Academy is authorized by the Bay Mills Community College Board of Regents (“Bay Mills”) and currently enrolls 543 students offering grades Pre-Kindergarten through Eighth. Currently, the Academy employs the Superintendent/Chief Academic Officer. The remainder of the Academy staff of 59 employees is leased from Human Resource Experts/Employees Only and consists of 25 Teachers, 4 Reading/Math Specialists, 2 Administrators, 2 Administrative Support, 1 Compliance Coordinator, 3 Behavior Coordinators, 1 Special Education Director, 4 Special Education, 12 GSRP, 5 Instructional Aides, 5 Security Staff/Maintenance, 1 Chief of Security, 1 Head of Maintenance, and 4 Food Staff workers. Payroll is paid on a bi-monthly basis currently consists of \$91,291.41 in wages. Payment for fringes is \$13,733.80 paid on a bi-monthly basis.

Our Vision Statement

The Academy, in partnership with families and the community, is committed to achieving excellence in all students by producing well-rounded, independent, and academically successful and competitive individuals.

This Request For Proposal (RFP) is divided into seven (7) major categories. The sections to be addressed are:

- I. General Information
- II. Financial
- III. Compliance and Legal Issues
- IV. Staffing
- V. Pricing
- VI. Overview
- VII. Term of Contract

The first five (5) sections will have a series of questions. All General Information questions must be addressed as well as those in each section(s) on which you wish to bid. Additional information regarding the background of your firm in that category, or

which may assist the Academy's Board of Directors in making a determination, is welcome and may be attached in addition to the items requested in the RFP.

Please deliver your Proposal to Board Liaison Alma Hollins at the address indicated above no later than 10:00 a.m., Tuesday, March 27, 2018.

I. GENERAL INFORMATION

1. Please indicate the name of your company/firm, address, phone number and its owners/shareholders with their respective backgrounds. Also indicate how long your company has been operating.
2. Where and when was your company incorporated.
3. Please provide a list of all owners, directors and officers of your company as well as a list of key personnel.
4. Please identify who will be assigned to the Academy and his/her role. If additional individuals will also be responsible for the Academy, please indicate the name, background and role that person will have as it relates to the Academy.
5. List any current Charter Schools/Academies your firm/company is currently handling, what aspect of the operation for which your firm/company is responsible and please provide names, addresses and phone numbers of references who may be contacted.
6. Have you or your firm/company ever been terminated or not renewed by a Charter School/Academy or other educational entity? If so, give the name and number of a contact from that Academy and, if you wish, indicate why you believe your firm/company was terminated or not renewed.
7. Please describe your transition plan to take over Academy operations and staffing by July 1, 2018 including:
 - a. Your plan for hiring/recruiting staff;
 - b. Your plan for securing and transferring any applicable accounts;
 - c. Your plan for assessing and integrating technology; and
 - d. Your plan to assess and integrate and/or diagnose and modify office operations.

II. FINANCIAL ISSUES

1. The Board of Directors engages Provision Business Solutions (“Provision”) to perform financial functions, including bookkeeping and budgeting. Please indicate how you will work with Provision to provide Human Resources information responsive to this process.
2. Explain the role of your company/firm in:
 - a. Working with the Academy’s auditors in preparing the annual audit, and
 - b. Preparing required statutory and Authorizer required documentation.
3. Please explain the budget process and timeline you would use in furnishing information to Provision for preparation of a budget.
4. Please explain the payroll process.
5. Please describe the person who will be responsible for payroll. Also include his/her familiarity with school budgeting and the required State coding of accounts.
6. Please explain the experience of your company/firm in preparing records and working with teacher certification and criminal background/unprofessional conduct checks.
7. How do you secure your employees who will be assigned to the Academy and how do you assure compliance with statutory requirements regarding hiring of certified staff?
8. Explain what input, if any, the Board of Directors will have in staffing of the Academy and explain the type and source of staff fringe benefits?

III. COMPLIANCE AND LEGAL ISSUES

1. Describe your familiarity with Authorizing Bodies in general and with Bay Mills Community College Board of Regents (“Bay Mills”), including whether you have worked with Bay Mills in the past and, if so, the name of your contact at Bay Mills from the Charter Schools Office.
2. Indicate whether you have ever been notified of a late or incomplete report or failure to comply with an authorizer’s requested/required reports. If so, what reports were at issue and how quickly was the issue remedied?
3. Indicate whether you have ever been found to not have adequately complied with appropriate screening of staff.

IV. STAFFING

1. Please indicate how you handle teaching vacancies for which there is a certification difficulty and what steps you have taken to have properly certified teachers. Please include your communication with the Authorizer as well as the Board.
2. Please describe in detail how you will manage the conducting of fingerprinting, criminal background checks and unprofessional conduct checks mandated by State law.
3. Please indicate whether the authorizing body for any of the academies to which you furnish services has ever notified you of noncompliance with the fingerprinting, criminal background and/or unprofessional conduct check procedures and detail the circumstances surrounding same.
4. Please provide the name and contact information for your legal counsel.
5. Please list your proposed structure of fringe benefits and health insurance to be offered to staff working at the Academy.
6. Please outline your method for addressing a transition between the current leasing arrangement and your company.
7. Please discuss how you would work with the local affiliate of a labor union in providing employee services to the Academy.

V. PRICING

Please provide: (1) a narrative description regarding your capacity to provide employee leasing services to the Academy, including your perspective on a potentially organized work force; (2) as well as a full description of your pricing structure; and (3) at least six (6) references from individuals not affiliated with your company.

VI. OVERVIEW

SUBMISSION DEADLINE AND REQUIREMENTS

1. Proposal Envelope: An opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
EMPLOYEE LEASING SERVICES
GEORGE WASHINGTON CARVER ACADEMY
[Contractor's Name]
[Contractor's Address]
[Contractor's Telephone Number]

The envelope must also be addressed and delivered as follows:

George Washington Carver Academy
c/o Provision Business Solutions
17336 West 12 Mile Road
Suite 200
Southfield, MI 48076

2. Late Proposals: Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date specified above will not be accepted or considered. The Academy is not liable for any delivery or postal delays.

3. Returned Proposals: All Proposals received after the Due Date specified above will be returned to the Contractor unopened.

4. Signed Original Proposal: Each Proposal must be an original, hard copy and be

signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted.

5. Copies of Proposal: The Contractor shall submit, along with the signed original Proposal, six (6) complete copies of the signed original Proposal.

6. Opening of Proposals: At the specified location and Due Date stated above, all Proposals timely submitted will be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

7. Additional Requests For Clarification: Prospective Contractors may request that the Academy clarify information contained in this RFP. All such requests must be made in writing. The Academy will attempt to provide a written response to all written Requests For Clarification within five (5) business days after the receipt of such request. The Academy will not respond to any Request For Clarifications received after 12 noon on March 22, 2018. The response to any Request For Clarification will be provided to all parties that were provided or responded to the RFP. All Requests for Clarification or inquiries must be directed to Ms. Alma Hollins as follows:

George Washington Carver Academy
c/o Provision Business Solutions
17336 West 12 Mile Road, Suite 200
Southfield, MI 48076
email: alma@provision4solutions.com

8. Finality of Decision: Any decision made by the Academy, including the Contractor selection, shall be final.

9. Reservation of Rights: The Academy reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The Academy further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The Academy reserves the right to request additional information from any or all Contractors. The Academy reserves the right to negotiate with the Contractors concerning their Proposals.

10. Release of Claims: Each Contractor by submitting its Proposal releases the Academy from any and all claims arising out of, and related to, this RFP process and

selection of a Contractor.

11. Contractor Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

12. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

13. Collusive Bidding: The Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

14. Form Of Contract: This RFP contemplates and is intended to procure the Employee Leasing Services under the form of Contract included in this RFP. Any exceptions to the terms and conditions contained in this RFP, the form of Contract contained in this RFP or any other special considerations or conditions requested or required by the Contractor **MUST** be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP or the form of Contract cannot be met. The selected Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions are expressly set forth in the Contractor's Proposal and those exceptions are expressly accepted by the Academy.

VII. TERM OF CONTRACT

The term of the Contract shall be for One (1) year with the Academy having the option to renew the Contract, in its sole and absolute discretion, prior to the expiration of the original term.

FORM OF CONTRACT

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made with an effective date of _____, 2018, by and between George Washington Carver Academy, a Michigan public school academy with a campus located at 14510 Second Avenue, Highland Park, Michigan 48203 (the “Academy”), and _____ (“Contractor”) whose address is _____.

WHEREAS, the Academy is organized to operate as a Michigan public school academy pursuant to the Michigan Revised Code, Part 6A (the “Code”). The Academy has been issued a charter contract, as defined in the Code (the “Contract”), by the Bay Mills Community College Board of Regents (the “Authorizer”) to organize and operate a public school academy; and

WHEREAS, the Academy and Contractor desire to enter into an independent contracting relationship whereby Contractor will be engaged to provide the services as set forth in this Agreement; and

WHEREAS, the Academy and Contractor desire to set forth their understanding with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Engagement**. The Academy hereby engages Contractor and Contractor accepts such engagement to serve as an independent contractor to provide the services as set forth in this Agreement for the consideration and upon the terms and conditions set forth in this Agreement.
2. **Relationship**. The relationship between the Academy and Contractor shall be that of independent contracting parties. Contractor shall be self-directed in its activities (provided Contractor shall abide by the terms of this Agreement). Contractor shall determine its own methods and manner for performing the services to be performed under this Agreement within the overall policies and budgets established by the Academy, as the same may be amended by the Academy from time to time. Contractor shall remain solely responsible for determining the means and methods of performing services under this Agreement. Contractor shall at no time represent itself to be an employee, servant, or agent of the Academy. Persons provided to the Academy by Contractor shall be and remain employees of Contractor during the term of this Agreement and shall be directly accountable to Contractor. Persons provided to the Academy by Contractor shall not be considered to be employees of the Academy for any purpose. Contractor and its employees shall be considered agents for the Academy Board solely for purposes of compliance with the Family Educational Rights and Privacy Act, as amended.

3. Taxes, Workers' Compensation Insurance and Other Expenses.

- (a) Contractor shall be wholly responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Workers' Compensation, Unemployment and Single Business taxes to the extent that any or all of the foregoing are applicable. Contractor shall defend, indemnify and hold harmless the Academy from and against any losses, assessments, taxes, costs, penalties, interest, premiums and attorneys' fees incurred by the Academy (a) related to any failure by Contractor and/or its employees to pay federal, state or local income, social security, worker's compensation, unemployment compensation or other taxes or premiums (including estimated tax payments) and/or file returns in connection therewith, and/or (b) due to the determination by the federal, state or local government to classify one or more of Contractor's employees as an employee of the Academy. Should such classification occur, the Academy shall have the option to pay any resulting tax and/or premium obligations and offset such payments against any amount coming due and owing to Contractor under this Agreement. Contractor shall acquire, as required by law, workers' compensation insurance for itself, its employees or agents and shall defend, indemnify and hold harmless the Academy from and against any claim for workers' compensation brought by or on account of Contractor or by any of its employees and/or agents. Contractor agrees it will make all payments for benefits, salaries, workers' compensation, unemployment compensation and liability insurance for its employees subject to the Academy's payment obligations set forth in paragraph 10 of this Agreement.
- (b) Contractor or its employees shall not be entitled to participate in any of the Academy's retirement programs or fringe benefits and, unless otherwise agreed to by the Academy, Contractor employees shall be required to pay for their own professional dues, seminars, convention costs and any other business related expenses.

4. Term. The term of this Agreement shall commence on _____ (the "Effective Date") and shall continue for a period of ____ school year(s), ending on _____, unless sooner terminated as provided for in this Agreement.

5. Duties of Contractor. During the term of this Agreement, Contractor shall be responsible to provide the services as set forth in Exhibit 1 entitled "Contractor Services" attached hereto and incorporated herein by reference. Contractor may not assign all or any part of these duties hereunder to any other person without the advance written consent of the Academy. In the event of a strike, slowdown or work stoppage by any Contractor employees employed for the purposes of providing services set forth in Exhibit 1, Contractor shall immediately make best efforts to provide that all such services continue to be timely rendered.

6. Working Facilities. Contractor may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as office space, internal mail service, copiers, computers, internet access and email addresses. The Academy shall, upon request by Contractor, make available a reasonable accommodation to any Worksite Employee entitled to such under the American With Disabilities Act, as amended, ADAAA of 2008, the Federal Rehabilitation Act or any comparable law. The Academy will bear the cost of providing the reasonable accommodation to any Worksite Employee entitled to such. The Academy shall also bear the cost of providing a workplace that is in compliance with any requirements of the ADAAA of 2008, the Federal Rehabilitation Act or similar Federal, State or local law.

The Academy will provide Contractor employees with legally-mandated written safety procedures specific to public schools for assigned areas; including but not limited to tornadoes, hazardous materials, blood borne pathogens, and power failures. Mandated protections including but not limited to uniforms, gloves, immunizations or equipment shall be provided, where needed, by the Academy.

7. Records. All records and related documents prepared by Contractor or otherwise created in connection with the rendering of services at the Academy's offices shall be prepared in accordance with practices and procedures determined by Contractor and the Academy. Such records shall be maintained in secured files on the premises of the Academy. All records shall be the property of Contractor, but shall be made available to the Academy upon request. Contractor shall make any and all reports with regard to its employees required by applicable law and shall assist the Academy in timely complying with any and all compliance and reporting obligations it may have to the Michigan and United States Departments of Education, its Authorizing Body, or as otherwise mandated by applicable law.

8. Purchases. Contractor shall make no purchases of personal property, nor shall it engage in procurement of same.

9. Confidential Information and Records.

- (a) Except as required in its duties to the Academy, or as required by law or regulation, Contractor agrees that it will never, during the term of this Agreement, or at any time subsequent to termination of this Agreement, directly or indirectly use or disclose any Confidential Information of the Academy without the written consent of the Academy. Confidential Information shall be defined as information protected by law, such as the Family Educational Rights and Privacy Act or as designated by the Academy exempt from disclosure pursuant to the Freedom of Information Act.
- (b) All records, forms and supplies or any reproduced copies provided and furnished by the Academy to Contractor or its employees or agents or obtained by either of them or their employees or agents during the course of rendering services to the

Academy shall always remain the property of the Academy and shall be returned to the Academy on demand, or upon termination of this Agreement.

- (c) Contractor hereby acknowledges that it shall assist the Academy in properly complying with requests made pursuant to the Michigan or Federal Freedom of Information Acts.

10. Compensation & Reimbursement to Contractor. During the term of this Agreement, Contractor shall be paid fees and compensation in accordance with Schedule A, shall employ individuals with at least the qualifications required by the Board of Directors, and shall provide pay and benefits to its employees in amounts and levels no greater than set forth within Schedules B and C, respectively, subject to increases by insurance carriers and benefit providers during the term of this Agreement.

All payments of the Academy shall be processed by wire transfer or by Automated Clearing House debit. Payments for payroll, benefits and all fees are due no later than three (3) business days before the payroll check date ("Due Date"). The Academy shall pay to Contractor all costs incurred by Contractor in connection with Worksite Employees, including but not limited to: all payroll, all applicable Federal, State and local taxes, all premium contributions in connection with employee benefits as set forth in Schedule C, and all workers' disability compensation premiums, insurance premiums, and unemployment compensation charges from the date services begin hereunder. All federal or state tax credits, savings or deductions (including but not limited to IRC Section 125) are the property of Contractor as the employer of record. Tax liability and workers' compensation rates are set forth in Schedule A. Any required adjustment to Federal, State or local taxes or insurance premiums applicable to this Agreement or change in status of the Worksite Employee shall be effective on the date of such adjustment or change. Contractor shall at all times remain responsible for payment of such benefits, taxes, contributions, premiums and payrolls, it being understood by the parties, however, that the ability of Contractor to comply with this requirement is contingent upon timely receipt of payments and fees due hereunder.

Contractor, through its onsite supervisor, will verify all time submissions of Worksite Employees. If the Academy believes that there is an error in a Worksite Employee's time or payment, the Academy will communicate and provide written proof of the error. Until corrected, the Academy will not deduct any amount from payment of its current invoice as a credit or setoff. Errors, upon verification, shall be corrected by an adjustment on the next invoice.

11. Work Environment. The Academy shall reasonably cooperate with Contractor's input with regard to compliance with all applicable health and safety laws, regulations, ordinances, directives, and rules of controlling Federal, State and local government. Contractor's onsite supervisor, the HR [Assistant and Director] or his/her designee will immediately report all employee accidents and injuries to Contractor within twenty-four (24) hours after the accident. Contractor shall be solely responsible for compliance with all Federal laws related to the Immigration Reform and Control Act of 1986, as amended, including but not limited to, the

screening of potential employees for verification of employment and filing form I-9 or its successor form.

The Academy and Contractor shall mutually develop procedures that provide for the use of all personal protective equipment, as required by Federal, State or local law, regulation, ordinance, directive, or rule. Contractor, Contractor's workers' compensation carrier and Contractor's liability insurance carrier shall have the right to inspect the Academy's place of business at all times to ensure compliance with this Section and with the terms of this Agreement. Contractor, through its onsite supervisor, shall be responsible for providing records of hours worked by its employees. The Academy will reimburse Contractor only for authorized overtime of Contractor's employees.

12. Representations and Warranties. The Academy has the authority under the Revised School Code and other applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement such that the Academy's execution, delivery and performance of this Agreement does not violate any terms or provisions of any separate contract, applicable laws or other policies.

Contractor is a Michigan _____ in good standing and is authorized to conduct business in the State of Michigan. Contractor has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. Contractor is not in breach or default under any loan or financial obligations, including, but not limited to salary obligations and related benefits, payroll taxes, and leases for real and personal property.

Each party to the Agreement warrants to the other that as of the effective date of this Agreement there were no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

13. Employer of Personnel. All administrators, teaching, instructional, support, and any other personnel performing functions on behalf of the Academy who are provided to the Academy by Contractor shall be employees of Contractor. Unless required by applicable statute, court, or administrative decision or an Attorney General opinion, Contractor shall not make payments to the Michigan Public School Employees' Retirement System ("MPERS") or any other public retirement system on behalf of its employees. In the event of a finding that payments to MPERS or other public retirement system are due to Contractor's employees who have worked or are working at the Academy, Contractor shall be solely responsible for the payment of such benefit to its employees. As of the date of this Agreement, the Academy is not required, by applicable law, to provide tenure to its certificated teachers. Contractor shall not engage in a practice that abrogates this protection. Employment records of Contractor employees shall be made available to the Academy upon request for purposes of auditing such records for compliance with applicable law.

(a). Compliance with School Safety Initiative. Contractor acknowledges and agrees that unless the Academy notifies it that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended (hereafter "PA 84 of 2006"), Contractor will have it, or any of its agents, employees or

representatives who will be on the Academy's premises, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, prior to commencing any work under this Agreement. Contractor further agrees to provide the Academy with a copy of all fingerprinting and criminal history background reports prior to commencing any work under this Agreement. The Academy acknowledges that no individual may begin work as an employee or otherwise undertake any performance prior to the time such employee is legally permitted to begin employment pursuant to applicable law and such individual is approved by Contractor.

In addition, unless notified it is not subject to PA 84 of 2006, Contractor represents and warrants to the Academy that it will at all times during the term of this Agreement be in compliance with the provisions of PA 84 of 2006, including, but limited to, reporting to the Academy within 3 business days of when it, or any of its agents, employees or representatives who will be on the Academy's premises, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006, and to immediately report to the Academy if that person is subsequently convicted, pleads guilty or pleads no contest to that crime.

b. Unprofessional Conduct Checks. Contractor further acknowledges and agrees that it will conduct unprofessional conduct checks, in accordance with MCL 380.1230b, before hiring an employee assigned at the Academy.

14. No Authority to Contract. Contractor shall have no authority to commit the Academy to any contract or obligation, without the expressed prior written approval of the Academy. No contract may be executed on behalf of the Academy by Contractor. Only authorized personnel of the Academy are authorized to execute contracts on behalf of the Academy.

15. Additional Warranties of Contractor. Contractor represents and warrants to the Academy that Contractor's agreement to perform its duties under this Agreement does not violate any agreement or obligation to which Contractor is bound; and the services provided by Contractor shall be performed in a professional manner and shall be of a high grade, nature and quality and shall be performed in a timely manner consistent with the terms and conditions of this Agreement.

16. Other Activities. Contractor shall remain free to engage in other independent contracting activities, provided, however, that Contractor shall at all times remain available to perform its services under this Agreement in a first-class manner and shall refrain from engaging in any activities which are inconsistent with, which interfere with, or which are in conflict with any of the terms of this Agreement or the business or operational interests of the Academy.

17. Indemnification. Contractor (with counsel of Contractor's choosing, provided the choice is reasonably acceptable to the Academy) shall indemnify, defend and hold harmless the Academy and its Board members, administrators, officers, employees, agents and representatives from and against all taxes, penalties, fines, damages, sanctions, losses,

assessments, liabilities, claims, demands, judgments, suits, or other forms of liability, costs, obligations and other expenses, including reasonable attorneys' fees, whether or not resulting from third party claims, arising out of any act, omission, negligence or misconduct of Contractor or any of its agents or employees and any breach or other default or noncompliance with any agreement, representation, warranty or covenant on the part of Contractor, its agents or employees contained in this Agreement or the provision of any of the services contained in or made pursuant to this Agreement.

Contractor also agrees to defend, indemnify and hold harmless the Academy and all of its employees from any claims made by Contractor's employees including, but not limited to charges of discrimination brought through the State Department of Labor, the Equal Employment Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other labor-related causes of actions resulting from employee discipline or termination. Contractor shall defend and indemnify the Academy, with counsel of Contractor's choosing provided the choice is reasonably acceptable to the Academy, from employee and student claims of sexual harassment by Contractor or Contractor employees. The duty to defend includes the duty to pay actual attorney's fees incurred by the Academy in defending such claims, and the duty to indemnify includes the duty to pay any award imposed by any administrative agency or court, judgment or settlement. Further Contractor shall indemnify the Academy for any benefits premium attributable to employee that employee is unable to pay.

18. Insurance. The Academy will obtain and maintain insurance as required in the Charter Agreement and will name Contractor as an additional insured on its general liability insurance policy. Contractor shall maintain such policies of insurance as required by Michigan University Self Insurance Corporation and the Academy's Charter Agreement or applicable law. Contractor shall name the Academy as an additional insured on a separate general liability and umbrella insurance coverage in amounts and on such terms as the Charter Authority and Board may require, which amounts and terms are set forth on Schedule D. Contractor shall not modify its coverage hereunder without giving at least 30 days notice to the Academy. Contractor shall maintain such insurance as shall be necessary to indemnify the Academy as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Section and this Agreement.

19. Right to Termination. Notwithstanding anything herein contained, either party may terminate this Agreement, without cause, upon thirty (30) days advance written notice or immediately by the Academy for Cause. For purposes of this Agreement, the term "Cause" shall mean:

- (i) the failure of Contractor to comply with any of the material terms of this Agreement after being given written notice of such failure by the Board President of the Academy and the failure to cure such condition within five (5) days after receipt of such notice;

- (ii) the failure of Contractor to implement, or adhere to, reasonable policies or directives of the Board of the Academy after being given written notice of such refusal by the Board and the failure to cure such condition within five (5) days after receipt of such notice;
- (iii) the failure to competently perform the duties imposed upon Contractor pursuant to this Agreement, and the failure to cure such condition within five (5) days after receipt of such written notice from the Board of such failure;
- (iv) with regard to Contractor, the failure of the Academy to (a) make any monetary payment within five (5) days of written notice, or (b) comply with any material term of this Agreement after being given written notice of such failure by Contractor and the failure to cure such condition within thirty (30) days after receipt of such notice;
- (v) the failure of Contractor to pay all taxes as required under the terms of this Agreement.

In the event of termination of this Agreement, any and all compensation that has accrued as of the effective date of such termination shall be paid to Contractor in accordance with the terms of this Agreement, but no additional compensation shall be due to Contractor. Upon termination, Contractor shall notify its employees that their assignments with the Academy have been terminated.

20. Employer Status. It is understood and agreed that Contractor shall undertake to perform all of the services set forth in Exhibit 1 as the sole and exclusive employer of any and all personnel hired to perform any such services under the terms of this Agreement.

21. Notices. All notices and other communications shall be in writing and shall be effective upon receipt if hand delivered; shall be effective three (3) days after depositing in the U.S. mail; and shall be effective one (1) day after sending by a nationally recognized overnight delivery service to the addresses stated below, or to such other addresses as to which any party shall have previously notified the other parties in writing in conformity with this Section. For the purposes of this Section, the addresses of the parties shall be as set forth in the preamble of this Agreement.

22. Guaranty of Obligations; Indemnification. During the term of this Agreement, Contractor agrees that it will guaranty the obligations of Contractor owing to the Academy hereunder and shall indemnify the Academy pursuant to the terms of Paragraph 17 above.

23. No Non-Compete Clauses. Contractor understands and agrees that Contractor's personnel who perform work at the Academy may not be required to sign a non-competition, no-hire or similar provision prohibiting or restricting the Academy from hiring Contractor's staff that perform work at the Academy.

24. Information Required Under the Contract. Contractor shall make information concerning the operation and management of the Academy, including without limitation the information in the

Contract, including all exhibits, schedules and the like available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract. No provision of this Agreement is intended to or shall be construed as limiting the Authorizer's or the public's access to the Academy's records.

25. Governmental Immunity. Nothing in this Agreement is intended to nor shall be construed as restricting the Academy Board from waiving its governmental immunity or requiring the Academy Board to assert, waive or not waive its governmental immunity.

26. Legal Obligations of the Board Treasurer. No provision of this Agreement shall alter the Academy Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by applicable law. The signatories on the depository account shall only be Academy Board members properly designated annually by Academy Board resolution. Interest income earned on Academy depository accounts shall accrue to the Academy.

27. Academy's Independent Auditor. The Academy Board shall have the sole responsibility to select, retain, evaluate or replace its independent auditor. Under no circumstances shall Contractor select, retain, evaluate or replace the independent auditor for the Academy.

28. Financial Records for Academy's Independent Auditor. All finance and other records of Contractor related to the Academy will be made available to the Academy's independent auditor promptly, upon request of the Academy's auditor.

29. Proprietary Rights. The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by Contractor at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. Contractor's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.

30. Marketing and Development Costs. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of Contractor.

31. Indemnification of Authorizer. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness,

disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, the Board's or Contractor's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College, Bay Mills Community College Board of Regents or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or Contractor, or which arise out of the failure of the Academy Board or Contractor to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

32. Agreement Coterminous With Academy's Contract. If the Contract issued by the Authorizer is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Contract is suspended, revoked, terminated or expires without further action of the parties.

33. Compliance with Academy's Contract. Contractor agrees to perform its duties and responsibilities under the Agreement in a manner that is consistent with the Academy's obligations under the Contract issued by the Authorizer. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

34. Compliance with Section 503c. On an annual basis, Contractor agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

35. Compliance with Section 12.17 of Contract Terms and Conditions. Contractor shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.

36. Non-Delegations/Interference With Public Body. Nothing in this Agreement shall be construed to allow an impermissible delegation of authority from the Academy Board to Contractor. Contractor shall carry out its duties under this Agreement without interference or disruption of the Academy Board's duties under the Contract and applicable law.

37. Chief Administrative Officer. The Chief Administrative Officer for the Academy shall be either an Academy Board member or employee.

38. Miscellaneous.

- A. Complete Agreement. This Agreement constitutes the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.
- B. Governing Law; Forum. This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each of the parties agrees that any injunctive relief or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan. Nothing in this Agreement shall be construed as a waiver by the Academy of its statutorily-provided governmental immunity.
- C. Expenses. Except as otherwise specifically provided herein, each of the parties hereto shall pay its respective counsel fees and other costs and expenses incurred in connection with the performance of this Agreement.
- D. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.
- E. Arbitration. Except for the pursuit of injunctive or equitable relief as contemplated by this Agreement, any dispute, difference, or disagreement arising under or relating to this Agreement shall be referred to a single arbiter mutually agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing Commercial Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. All arbitration proceedings shall take place exclusively in the State of Michigan in the Southfield office of the AAA.

- F. No Waiver. The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.

- G. Performance Evaluation of Contractor. The Board shall develop and implement an annual process for the review and evaluation of Contractor's performance under this Agreement. The policies and procedures providing for such annual evaluation process shall be provided in writing to Contractor. The Board shall communicate in writing to Contractor the results of such annual performance review.

- H. Compliance with Bay Mills Community College Contract. The Academy and Contractor intend for this Agreement to comply with the Contract issued by the Authorizer to the Academy and the Educational Service Provider Policies of the Authorizer. To the extent any provision of this Agreement is inconsistent with the Contract or Policies, such provision is invalid and the Contract and Policies shall govern.

- I. Execution in Counterparts. This Agreement may be executed in counterparts, which several counterparts shall be construed as one single agreement.

WHEREFORE, the parties have duly executed this Agreement on the day and year set forth below with the understanding that the date of execution does not alter or amend in any way the effective date of this Agreement.

**GEORGE WASHINGTON CARVER
ACADEMY**

By: _____

By: _____

Its: _____
Print Name

Its: _____
Print Name

Date: _____, 2018

Date: _____, 2018

EXHIBIT 1

Contractor Services

SCHEDULE A
To Independent Contractor Agreement
Effective _____
Between Contractor
and George Washington Carver Academy

Pricing

Fees are based on \$_____ estimated gross payroll.
Contractor will invoice as follows:

Reimbursements	2018/2019 Rates
Michigan Unemployment Tax	
Michigan Unemployment Tax	
Employer Portion Social Security (FICA)	
Employer Portion Medicare	
Federal Unemployment Tax	

Reimbursements	2018/2019 Rates
Code: 8886 Teachers	
Code: 8810 Clerical	
Code: 9015 Bldg. Maintenance	
Code: 9958 Food Service	
Code: 7380 Driver	

Fees

Admin Fee (based on gross wages)	____%
Employee Processing Fee (per new hire)	\$____

SCHEDULE B
To Independent Contractor Agreement
Effective _____
Between Contractor
and George Washington Carver Academy

Contractor Employee Names And Wage Rates for the 2018-2019 School Year

SCHEDULE C
To Independent Contractor Agreement
Effective _____
Between Contractor
and George Washington Carver Academy

EMPLOYEE BENEFITS

<u>Medical Insurance:</u>	PLAN	DETAILS
<u>Dental Insurance:</u>		
<u>Vision Insurance:</u>		
<u>Life Insurance:</u>		

SCHEDULE D
To Independent Contractor Agreement
Effective _____
Between Contractor
and George Washington Carver Academy

Certificate of Liability Insurance Naming George Washington Carver Academy
as Additional Insured Attached

