

OAKLAND SCHOOLS:	
CONTACT:	Stacey Lamb
PHONE:	(248) 209-2003
EMAIL:	stacey.lamb@oakland.k12.mi.us

CONTRACTOR:	AUTHORIZED REPRESENTATIVE:
APRIL BAKER-BELL BELLA CONSULTING FIRM LLC 19787 FAIRBROOK DR MACOMB, MI 48044	CONTACT: April Baker-Bell PHONE: [REDACTED] EMAIL: adbell@msu.edu

This Contract is made as of 1/22/2021, between Oakland Schools and Contractor referenced above. This contract is NOT subject to school safety legislation.

Section One: Principal Duties and Responsibilities

The Contractor agrees to serve as an independent contractor, and not as an employee of Oakland Schools, to provide the following services, products or reports as described below and upon the terms and conditions set forth in this Contract (collectively the “Services”):

Presenter Dr. April Baker-Bell is a transdisciplinary teacher-researcher-activist and Associate Professor of Language, Literacy, and English Education in the Department of English and Department of African American and African Studies. During this powerful 45 minute lecture, followed by a 15 minute Q & A for up to 1,000 attendees. Dr. Baker-Bell will help us unpack the concept of anti-black linguistic racism, while exploring how schools can use Anti-Racist Language Pedagogy to affirm Blackness in classrooms and communities. Presentation will be a virtual event on March 25th with Teachers/Administrators. Total payment against this contract is not to exceed \$3,000. Presenter will invoice upon completion of the event.

Section Two: Duration of Contract

This Contract shall be for a period beginning 03/25/2021 and ending 03/25/2021.

Section Three: Responsibilities of Oakland Schools

Not Applicable

Section Four: Payment to the Contractor

Oakland Schools agrees to pay Contractor a fixed not to exceed amount of **\$3,000.00** for the full and satisfactory performance of the Services described in Section One. This amount includes any and all expenses. Under no circumstances will Contractor be paid, or reimbursed, for any expenses for entertainment, alcohol or other similar personal expenses, or any other expenses which are illegal.

All payments are conditioned upon properly documented proof of performance on an original company invoice submitted by Contractor to Oakland Schools detailing all amounts invoiced for the Services and allowable Expenses. Payment will be made no later than thirty (30) days after receipt of said invoice.

Invoices shall be submitted monthly to Oakland Schools, ATTN: Accounts Payable, 2111 Pontiac Lake Road, Waterford, MI 48328.

Invoices must include the following information: CT number, Contractor name and/or DBA, Contractor address, dates of work, and detailed description of Services provided. Invoices must be submitted hardcopy format; facsimiles are unacceptable.

All amounts paid to Contractor under this Contract will be reported to the Internal Revenue Service as required by law and Oakland Schools will timely issue a Form 1099 to the Contractor.

Except as otherwise specifically provided herein, each of the parties hereto shall pay its respective counsel fees, accounting fees and other costs and expenses incurred in connection with the performance of this Contract.

Section Five: Contractor Status

Contractor is retained by Oakland Schools only for the purposes and to the extent set forth in this Contract. Contractor’s relation to Oakland Schools shall be that of an independent contractor. Contractor shall be self-directed in its activities, provided that Contractor shall abide by the terms and conditions of this Contract and the policies and procedures of Oakland Schools. Contractor shall determine its own methods and manner for performing the Services within the overall budgets and policies of Oakland Schools, as the same may be amended from time to time. Contractor shall remain solely responsible for determining the means and methods of performing the Services. Contractor shall at no time represent itself to be an employee, servant or agent of Oakland Schools and shall not be considered as having employee status or being entitled to participate in any plans, arrangements or distributions of Oakland Schools pertaining to or in connection with any fringe, pension, bonus, or similar benefits for Oakland Schools employees. Oakland Schools will not withhold or pay any sums, state, federal, or local taxes, including, but not limited to, FICA, FUTA, Unemployment and Michigan Business taxes, MESC insurance or workers’ compensation insurance for Contractor (collectively the “Sums and Taxes”). Contractor shall indemnify, defend and hold Oakland Schools harmless from and against any and all claims, costs and expenses, including reasonable attorneys fees, for workers’ compensation by or on account of Contractor or any of its employees or in connection with the payment of such sums, interest, penalties or costs, including reasonable attorneys fees, in connection with the collection of any Sums and Taxes. No employee right shall arise or accrue as a result of the performance of this Contract by Contractor. Oakland Schools will identify Contractor as performing Services for Oakland Schools as an independent contractor in any reports or filings that are required by law. Oakland Schools is not liable for any fees, charges or loss of retirement benefits under the Michigan Public School Employee Retirement System (“MPERS”) attributable to the Contractor, or its employees or agents, and the Contractor agrees to reimburse Oakland Schools for any fees, expenses or charges related to the same.

Section Six: Work Product, Intellectual Property and Publicity

If Contractor develops any work product, information, materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format (“the Work”), while performing the Services contemplated herein, Contractor agrees that the Work is a “work for hire” and Oakland Schools is the copyright author and holder of all intellectual property rights of the Work. In the event, for any reason, the Work is found to be other than a “work for hire,” Contractor assigns its rights in any copyrights and other intellectual property to Oakland Schools.

In addition, the following statement must be included on all works, publications, reports and materials developed: “These materials were developed with the support of Oakland Schools.” All publicity regarding this project must be approved by Oakland Schools in writing prior to release/publication.

Section Seven: Liability

Copyright Infringement: Contractor warrants that its performance of the Services under this Contract does not infringe on or violate any copyright patent, trade secret or other property interest of a third party. The Contractor shall obtain written permission to use any materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format, attributed to another (whether copyrighted or not) and proof of such written permission shall be submitted to Oakland Schools with the work product of another proposed to be used by the Contractor.

Copyright Indemnification: Contractor agrees to indemnify, defend and hold harmless Oakland Schools, its Board of Education, in their official and individual capacities, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against Oakland Schools arising from any claims of violation of any copyright, patent or trade secret by any third party resulting from Contractor’s or Oakland Schools’ use of any equipment, software, technology, documentation and/or any other materials, documents, writing, publications, software, recording or procedure, whether in written, video, audio or other media format provided by Contractor under this Contract; provided that Contractor is notified in writing within thirty (30) days from the date Oakland Schools knew of such claim. Oakland Schools retains the right to offset against any amounts owed Contractor hereunder or any such monies expended by Oakland Schools in defending itself against such claims.

General Indemnification: The Contractor shall indemnify, defend and hold harmless Oakland Schools, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgements, liens, costs, expenses, damages, and liabilities, including actual attorney’s fees and actual expert witness fees arising out of or in connection with Contractor’s performance of the Services pursuant to this Contract and/or from Contractor’s violation of any of the terms of the Contract including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (ii) any breach of the terms of this Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors, subcontractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Services; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under this Contract. The Contractor shall notify Oakland Schools by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Oakland Schools may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

Liability Insurance. The Contractor shall maintain a policy of commercial general liability insurance, with minimum limits of \$100,000 or such other amount approved by Oakland Schools in writing, in force at all times during the duration of this Contract. This insurance policy must include "contractual obligations" coverage(including indemnification obligations). The Contractor shall not commence any Services under this Contract until the Contractor has obtained all insurances stated in these requirements, all insurances have been reviewed and approved by Oakland Schools and the Certificates of Insurance have been provided to Oakland Schools. All policies must be endorsed to require the insurance carrier to notify the Oakland Schools and Contractor at least thirty (30) days prior to the expiration, termination or material change of such insurance coverage. Oakland Schools shall be named as additional insured for the minimum limits and these coverages and limits are to be considered minimum requirements under this Contract and shall in no way limit the liability or obligations of the Contractor under any other provision of this Contract.

Section Eight: Termination Rights

Oakland Schools may terminate this Contract with or without cause upon five (5) days written notice. For purposes of this Contract, the term “Cause” shall mean: the failure by the Contractor to comply with any of the material terms of this Contract after being given written notice of such failure by Oakland Schools and the failure to cure such condition, and provide a written response to Oakland Schools detailing how it was cured and what steps are being taken to prevent the failure from occurring again, within five (5) days after receipt of such notice. Notwithstanding the foregoing, Oakland Schools may terminate this Contract for convenience at any time upon thirty (30) days prior written notice. Contractor will be paid only that amount which has been incurred for work completed up to the date of termination. Contractor will not be eligible for any anticipatory profits or fees for future work beyond the termination date of this Contract. All notices should comply with Section Twenty of this Contract.

Section Nine: Confidential Information

Except as required in Contractor’s duties to Oakland Schools, the Contractor agrees that it will never, during the term of this Contract or at any time subsequent to the expiration or termination of this Contract, directly or indirectly use or disclose any Confidential Information of Oakland Schools without the written consent of Oakland Schools. All records, forms and supplies or any reproduced copies provided and furnished by Oakland Schools to Contractor or its agents or obtained by Contractor or its agents during the course of its rendering Services to Oakland Schools shall always remain the property of Oakland Schools and shall be returned to Oakland Schools on demand, or upon termination of this Contract. Further, any information obtained by Contractor, or any reports prepared or supplied (including information contained therein) to Oakland Schools under the performance of the Services shall not be directly or indirectly disclosed by Contractor without the express written permission of Oakland Schools.

Section Ten: Additional Warranties of Contractor

Contractor represents and warrants to Oakland Schools that Contractor’s agreement to perform the Services under this Contract 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 Contract and Oakland Schools’ Board of Education Policy.

Section Eleven: 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 the Services in a professional manner in accordance with the terms and conditions of this Contract 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 Contract.

Section Twelve: School Safety Legislation

The Contractor acknowledges and agrees that unless Oakland Schools notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have it, or any and all of its agents, employees or representatives who will be on Oakland Schools premises, or the premises of a local public school district, public school academy or nonpublic school, to carry out the Services, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal background checks, as directed by Oakland Schools, or provide written notification to Oakland Schools that Contractor has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to Oakland Schools that it will at all times during the term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but limited to, reporting to Oakland Schools within 3 business days of when it, or any of its agents, employees or representatives who will be on Oakland Schools premises, or the premises of a local public school district, public school academy or nonpublic school, to carry out the Services, 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), or a substantially similar law, and to immediately report to Oakland Schools if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold Oakland Schools, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this Section. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. Contractor shall include the requirements of this paragraph in any and all contracts Contractor may have with any of its subcontractors. The Contractor shall supply all necessary data and information, as requested by Oakland Schools, to enable Oakland Schools to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel."

Section Thirteen: Assignment and SubContracting

Contractor shall not have the right to assign or subcontract all or any portion of the Services under this Contract without the express written approval of the Contracting Officer.

Section Fourteen: Tenure Disclaimer

As it pertains to this Contract, Contractor acknowledges and agrees its duties do not require a teaching certificate of any type, regardless whether it, or any of its owners, employees or agents, are so certified. Therefore, Contractor agrees it, and its owners, employees and agents, do not have and will not acquire tenure under the Teacher Tenure Act and are forever estopped from asserting otherwise.

Section Fifteen: Dispute Resolution

Except for the pursuit of injunctive relief, any claim, dispute, difference or disagreement (a "Dispute") arising under or relating to this Contract shall be settled in accordance with the following: (i) any Dispute must be initiated by a party through a written notice, describing the Dispute in detail, to the other party within a reasonable time after the occurrence of events giving rise to the Dispute or within a reasonable time after the claimant first recognizes the condition(s) giving rise to the Dispute, whichever is later, and a Dispute does not arise until such written notice is given; (ii) after the aforementioned notice has been properly given and received by the parties, the Dispute shall initially be referred to Oakland Schools' Contracting Officer, who shall render a decision regarding the Dispute within thirty (30) calendar days; (iii) if the parties are not mutually satisfied with the review and decision by Oakland Schools' Contracting Officer, the parties shall refer the Dispute to non-binding arbitration, which, unless the parties mutually agree in writing otherwise, shall be administered by a single arbitrator mutually agreed upon by the parties, or if no single arbitrator can be agreed upon, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association and such Dispute shall be settled by non-binding arbitration in accordance with the then prevailing National Rules for the Resolution of Employment Disputes of the American Arbitration Association. All arbitration proceedings shall take place exclusively in the State of Michigan, County of Oakland; (iv) the parties shall share the arbitrator's fee and any other fees equally. Nothing in this Section shall circumvent, effect or limit Oakland Schools' right to terminate the Contractor in accordance with Section 8 of this Contract.

Section Sixteen: Non-Discrimination

The Contractor hereby agrees to comply with all federal, state and municipal equal opportunity and nondiscrimination guidelines and regulations, and covenants that neither the Contractor nor any subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of sex, race, color, national origin, religion, height, weight, marital status, sexual orientation (subject to limitations of applicable law), age, genetic information or disability in its programs, services, activities or employment. Failure on the part of the Contractor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Oakland Schools to revoke and otherwise terminate this Contract and all obligations of the Oakland Schools there under.

Section Seventeen: Availability of Funds

Contractor acknowledges that all payment for performance of Services under this Contract is contingent upon the availability of funds. Oakland Schools may, in its sole discretion, unilaterally rescind, terminate or modify this Contract at any time due to the non-availability of funds. Oakland Schools shall provide Contractor with notice of a change in anticipated funding within a reasonable time after Oakland Schools' receipt of such notice if Oakland Schools intends to take unilateral action based on such notice.

Section Eighteen: Rescheduling Policy

In the event of insufficient enrollment, the presentation, workshop and/or seminar may be canceled by Oakland Schools upon seven (7) days written notice with no liability to Oakland Schools. In case of medical, weather, or other similar emergencies, every effort will be made to reschedule the presentation, workshop and/or seminar. See Section Eight: Termination for additional termination rights.

Section Nineteen: Conflict of Interest

The Contractor agrees that any/all of Contractor's owners, officers, directors and administrators, as well as any of Contractor's employees who are involved in this procurement and/or contracting process, shall disclose if they have a business or other relationship with any board member, administrator or employee of Oakland Schools, or any family member of any board member, administrator or employee of Oakland School, including, but not limited to an employment,

service, or other ownership or business relationship. As used in this section, “family member” means a person’s spouse or spouse’s sibling or child; a person’s sibling or sibling’s spouse or child; a person’s child or child’s spouse; or a person’s parent or parent’s spouse, and includes these relationships as created by adoption or marriage. Furthermore, Contractor represents and warrants to Oakland Schools that if any owners, officers, directors or administrators of Contractor, or any employees of Contractor who are involved in this procurement and/or contracting process, establish any such business or other relationship with any board member, administrator or employee of Oakland Schools, or any family member of any board member, administrator or employee of Oakland School after being awarded this Contract and during the term of this Contract, Contractor shall immediately disclose the type and nature of such relationship to Oakland Schools in writing. If, after such disclosure, Oakland Schools cannot comply with applicable conflict of interest laws due to such relationship, Oakland Schools shall have the right to revoke its award of any contract to Contractor, if this Contract has not been executed, or immediately terminate this Contract and be entitled to any remedies provided in law or equity.

Section Twenty: Notices

All notices under this Contract shall be deemed to be adequate and sufficient notice if given in writing and delivered via a) registered or certified mail; or b) a nationally recognized overnight air courier. All notices shall be sent to Oakland Schools, Office of Procurement & Contracting, 2111 Pontiac Lake Road, Waterford, MI 48328.

Section Twenty One: Governing Law

This Contract constitutes the total agreement between the parties and is governed by Michigan law.

Section Twenty Two: Amendments

The parties may change this Contract only through a written amendment signed by both parties.

Section Twenty Three: Severability

If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way.

Section Twenty Four: Entire Agreement

This Contract represents the entire understanding between the District and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract.

Section Twenty Five: Non-Waiver

No waiver by a party of any default or nonperformance will be deemed a waiver of any subsequent default or nonperformance.

Section Twenty Six: Acceptance of Scanned Signed Contracts

Oakland Schools shall accept signed contracts scanned and emailed to: purchasing@oakland.k12.mi.us as long as the CT number and last name are in subject line. A signed Contract sent via email shall be considered a Contract. Procurement and Contracting shall authenticate the senders email on file.

Section Twenty Seven: Authority

Contractor warrants that the person signing this Contract on its behalf is authorized to enter into this Contract.

Section Twenty-Eight: Required Notices by Contractor

The Contractor shall notify Oakland Schools in writing if any of the following occur during the duration of the Contract or at any time after the expiration or termination of the Contract: (i) any allegations or complaints are made against the Contractor arising out of the Contractor's performance of its duties or services under the Contract; (ii) the Contractor knows or has reason to know that the Contractor violated any applicable of law(s) during the performance of its duties or services under the Contract; or (iii) any lawsuit or other legal/administrative proceeding is filed/commenced against the Contractor based upon or arising out of the Contractor's performance of the duties and services under the Contract. For purposes of this Section, writing notice must be delivered to Oakland Schools within three (3) business days after the Contractor has actual knowledge of a violation of law or allegations/complaint made against the Contractor or has been served with a complaint or other documents or notices. The Contractor must provide any applicable documents to Oakland Schools with such written notice.

Contractor, please check **ONE** of the following options.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>I am not a public school retiree of the Michigan Public School Employees Retirement System (MPSERS).</p> <p>Please return signed contract.</p>	<p>I am a public school retiree of MPSERS, please use this tool found at https://www.michigan.gov/orsschools/0,4653,7-206-36502_36516---,00.html to determine your eligibility and earning limits. When returning the signed contract, please provide proof of retirement date.</p>

Safety COVID-19 Issues

The Contractor shall establish and implement a COVID-19 preparedness and response plan (the "COVID-19 Plan") applicable to its operations and the performance of the Services under this Contract. The COVID-19 Plan shall be consistent with recommendations in Guidance on Preparing Workplaces for COVID-19 developed by the Occupational Health and Safety Administration ("OHS"), all laws, rules, regulations and executive orders applicable to the Contractor and/or the performance of the Services, as well as incorporate any recommendations and/or requirements of Oakland Schools for the safety and operation of its facilities, programs and educational services. The Contractor shall provide a copy of its COVID-19 Plan to Oakland Schools prior to commencing any Services under this Contract. The Contractor agrees to continually monitor and update its COVID-19 Plan to maintain consistency with any updated laws, regulations or guidance and/or changes to Oakland Schools' plan or operations. Oakland Schools may agree to waive the requirement that Contractor establish and implement its own COVID-19 Plan; however, if such waiver is granted, it must be in writing from Oakland Schools and the Contractor must still comply with the remaining provisions of this Section, as well as any safety requirements set forth by Oakland Schools for operations within its facilities. The Contractor, its employees and agents must adhere to all screening requirements, such as temperature checks and other required assessments to enter any Oakland Schools facilities. The Contractor agrees to immediately notify Oakland Schools if any Contractor personnel test positive for COVID-19. The Contractor shall provide all necessary personal protection equipment ("PPE") necessary to perform the Services and required to be in compliance with all Federal, State and Local laws, rules, regulations, executive orders, or ordinances, and all such PPE must comply with all Oakland Schools policies, procedures or plans. All Contractor employees and agents performing any Services shall be properly trained in the use of PPE and the duties and functions they are performing to ensure they are performed in accordance with the terms and conditions of this Contract, the COVID-19 Plan (if applicable) and with all applicable laws. The Contractor agrees to perform this training for all new Contractor employees assigned to Oakland Schools, as well as perform re-training annually during the Initial Term and any Renewal Term(s). The Contractor acknowledges that the fees for Services under this Contract include all costs and expenses of Contractor to comply with this paragraph and the impacts COVID-19 may have on Contractor's delivery of the Services under this Contract.

Independent Contractor

April Baker Bell

Signature of Authorized Representative of Contractor Date

April Baker-Bell

Printed Name and Title of Authorized Representative

Oakland Schools

Angela Reyna

3/8/21

Contracting Officer Date

This signed contract can be e-mailed along with the certificate of insurance, Registry of Educational Personnel (REP) form and Michigan Waiver form if applicable to purchasing@oakland.k12.mi.us or mail originals to:

Oakland Schools
 Office of Procurement and Contracting
 2111 Pontiac Lake Road
 Waterford, MI 48328
 248.209.2233