

**GRAND RAPIDS PUBLIC SCHOOLS
AND**

LETTER OF AGREEMENT

This Letter of Agreement is entered into this _____ day of _____ between **GRAND RAPIDS PUBLIC SCHOOLS**, a Michigan school district, whose address is 1331 Franklin Street, SE. Grand Rapids, Michigan 49501 (GRPS) and _____ whose address is, _____ **(herein after “Vendor”)** for the services described below.

SCOPE OF SERVICES

A. Vendor will perform the following services:

PLEASE INSERT VENDOR'S SCOPE OF SERVICE

B. Responsibilities of GRPS:

PLEASE INSERT GRPS'S RESPONSIBILITES

CONDITIONS

1.1. **Term.** Services will be performed from _____, through _____, GRPS agrees to retain Vendor based on the availability of funding/hours/dates as mutually agreed by the Parties. Notwithstanding Section 1.4 herein, either party may terminate this Agreement upon providing 30 days written notice.

1.2. **Compensation.** GRPS will pay Vendor \$ _____ for an amount not to exceed _____, the rate of pay includes all anticipated cost for prep time, mileage, material, and other customary business expenses. Payment will only be rendered for services completed or as otherwise agreed upon by the parties and incorporated into this Agreement.

1.3. **Meaning of the Services.** Service to be provided by Vendor generally mean all obligations and responsibilities of Vendor under this Agreement, and in particular includes the scope of services as set forth above to be carried out in accordance with the standards of the Agreement and all applicable legal requirements, whether current or enacted in the future. Vendor assumes responsibility for the method and manner in which the services are rendered.

1.4. **Termination.** Either party may terminate this Agreement for any or no reason by providing the other party 30 days written notice. If the reason for termination is because of a breach of any obligation under this Agreement by either party, the aggrieved Party shall give the defaulting party written notice of such breach, which notice shall specify the exact nature of the breach. If defaulting party fails or refuses to remedy such breach within five (5) days after receipt of such notice, this Agreement may be terminated immediately by the aggrieved Party, effective upon delivery of written notice in person or dispatch of such notice by registered or certified mail to the defaulting party.

1.5. **Rights on Termination.** All work shall cease immediately upon receipt of Notice of Termination by either Party. GRPS shall pay for all work completed prior to the termination completed in a satisfactory manner and GRPS shall be entitled to the delivery of any services or work product prior to termination upon request.

1.6. **Oversight.** Vendor shall meet at mutually agreed upon intervals to review the quality of the services or any other issue that may arise under this Agreement.

1.7. **Licensing, Credentials, Criminal Investigation.** Vendor shall hold the appropriate license(s) and credential(s) required to perform services outlined in this Agreement. Vendor must successfully complete the criminal background check required by the Michigan School Safety legislation, the Michigan Revised School Code, and GRPS policies and procedures. Depending on the services provided, Vendor shall have an ICHAT performed, or an ICHAT and be fingerprinted by a State of Michigan and GRPS authorized vendor as set forth in *Appendix A and B*, and/or undergo **Fingerprints and/or an ICHAT must be completed, received, reviewed, and approved by GRPS**

prior to the first day service is provided. The appropriate forms will be supplied by the state's authorized vendor and GRPS so that results will be reported to GRPS.

1.8. **Independent Contractor.** Vendor shall be and remain an independent contractor and shall not be deemed to be an employee of GRPS for any purposes, including wages, payroll taxes, benefits, worker's compensation, unemployment compensation, social security, retirement, minimum wage laws, or any other purpose.

1.9. **Family Educational Rights (Applicable only if Vendor will have access to student educational records as defined by FERPA).** Vendor understands that it may have access to confidential student information covered by the Family Educational Rights & Privacy Act (FERPA). In the event that Vendor has access to confidential student information, it will ensure that everyone who will have access will sign the FERPA Compliance Agreement attached to this document as *Appendix C*. **If Vendor shall have access to confidential student information, it must sign a separate Data Sharing Agreement prior to any access being provided.**

1.10. **Indemnification.** Vendor shall indemnify, defend and hold GRPS, its board members, employees, agents or assigns harmless from all liabilities, losses, claims and damages of any kind, including, without limitation, all consequential damages and expenses (including attorney fees), arising from or in any way connected to any services and operations provided under this Agreement, except for those losses/claims arising from the sole negligence or willful misconduct of GRPS and its employees. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of GRPS, its board members, employees, agents or assigns and shall not be construed to waive the defense of sovereign, governmental or official immunity held by GRPS.

1.11. **Insurance.** Vendor and GRPS agree that each shall obtain and maintain in full force and effect such insurance as each deems necessary to cover all insurable risks associated with its obligations under this Agreement and to keep such insurance in force at all times during the term of the Agreement. However, it deemed necessary, GRPS has the right to request a specific level of insurance. Failure to obtain insurance shall not be construed as a waiver of Vendor's obligation to secure the required insurance.

1.12. **Compliance with Laws.** During the term of this Agreement, Vendor shall comply with all applicable federal, state and local statutes, laws, ordinances, rules and regulations relating to the provision of school safety and security training, including securing and maintaining in force such permits, and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. Vendor shall also comply with Grand Rapids Board of Education policies that can be found at <http://www.grps.org/about-grps/boardpolicies>.

1.13. **Books, Records and Reports.** Vendor is responsible for maintaining and keeping all records for services provided under this agreement. Such records will be maintained and kept for four years after the close of the program year and made available for inspection as requested by either party. GRPS shall have the right to inspect such records during normal business hours.

1.14. **Taxes.** Vendor shall be responsible for and pay all state, federal and local taxes incurred by Vendor in its performance of this Agreement.

1.15. **Assignments and Transfers.** Vendor shall not voluntarily, involuntarily or by operation of the law, assign, or transfer its duties and obligations under this agreement without first obtaining the prior written consent of GRPS. Any such attempted assignment or transfer shall be null and void, be of no force and effect and shall be a material, non-curable breach of this Agreement.

1.16. **Notices.** Any notice or demand, which either Party is required or desires to give, shall be in writing and mailed to the applicable addresses set forth below, or GRPS may hand deliver the notice to Vendor's notice address. All notices or demands shall be given by registered or certified mail, return receipt requested or by overnight or express mail (or by hand delivery made to Vendor and shall be deemed conclusively delivered upon receipt.

Superintendent
Grand Rapids Public Schools
1331 Franklin St SE
P.O. Box 117
Grand Rapids MI 49501-0117

PLEASE ENTER
VENDOR'S
INFORMATION IN THE
SAME FORMAT

1.17. **Titles.** The title of the Sections of this Agreement are for convenience only and shall not in any way affect the interpretation of any clause of this Agreement.

1.18. **Non-Discrimination and Nepotism Disclosure.** Vendor agrees and covenants that it does not and will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender, gender identify or expression, height, weight, pregnancy, disability, marital, or military status. GRPS' Civil Rights Coordinator is Larry Johnson, johnsonl@grps.org. GRPS' Title IX Coordinator is Kurt Johnson, johnsonk@grps.org. GRPS ethics hotline <https://reportanissue.com/grps/welcom/php> or call 1-800-345-7377.

Vendor is required to disclose if he/she has any relatives working for the Grand Rapids Public Schools (See Appendix D).

1.19. **Modifications.** Any modifications or addendum to this letter of agreement shall only be made in writing signed by each of the parties hereto.

1.20. **Governing Law.** The laws of the State of Michigan shall govern this Agreement. Venue shall be in Kent County, Michigan.

1.21. **Force Majeure.** In the event and to the extent either Party is unable to perform its obligations under this Agreement because of any act of nature, civil disturbance, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond such Party's control, such Party shall be excused from performance of the Agreement.

1.22. **Attached Appendices.** All of the attached appendices form an integral part of the understandings and agreements between the Parties and are as such a part of the Agreement.

1.23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. All prior discussions, agreements and understandings, whether verbal or in writing, are superseded by this Agreement. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless submitted in writing and signed by all parties.

SPECIAL CERTIFICATION

The individual(s) signing this agreement certifies by his/her signature that he/she is authorized to sign this agreement on behalf of the responsible governing board, official, agency or company.

GRAND RAPIDS PUBLIC SCHOOLS

Dated: _____

By: _____

Its: _____

PLEASE PLACE VENDOR'S NAME

Dated: _____

By: _____

Its: _____

APPENDICES

Appendix A – GRPS Background Checks, Fingerprinting, State Reporting

Appendix B – GRPS Criminal Background and Fingerprinting Procedures for Consultants and Independent Contractors

Appendix C – FERPA Compliance Agreement

Appendix D – Nepotism Disclosure

APPENDIX A

BACKGROUND CHECKS, FINGERPRINTING, STATE REPORTING

The vendor and each of its owners and employees working directly with GRPS staff or students shall meet appropriate criminal background investigations, and fingerprinting requirements. The company owners and each of its employees directly involved with GRPS staff or students will complete and submit to the GRPS Human Resources Department a Criminal History Authorization Form and Waiver of Liability and Release of Claims.

GRPS shall conduct, through the Criminal Records Division of the Michigan Department of State Police (MSP) and the Grand Rapids Police Department, a criminal background check of the owners and employees using the MSP internet criminal history access tool known as ICHAT.

The vendor shall conduct, and pay any fee associated with obtaining fingerprinting of each of its owners and employees through the Federal Bureau of Investigation (FBI) Livescan Fingerprint Request process. When submitting for fingerprinting the authorized Livescan vendor will use the assigned agency code in order for the results to be promptly reported to GRPS. The company will provide GRPS' Human Resources Office with the names of all individuals who have submitted a Livescan request through an authorized agency. GRPS' Human Resources Office must have in its possession the satisfactory results of the MSP and FBI criminal records check before an individual may be assigned to work or provide services at any property or with any GRPS staff or students.

The vendor shall provide information to the District, upon request, to complete reporting as required for the MEIS/Registry of Education Personnel Report. The District when requesting the data for submission will provide the vendor with an acceptable data format.

The vendor shall follow the rules and guidelines established by GRPS for vendors providing services to GRPS in accordance with GRPS policies and procedures, the Michigan School Safety Legislation, and the Revised School Code.

APPENDIX B

CRIMINAL BACKGROUND AND FINGERPRINT PROCEDURES FOR CONSULTANTS AND INDEPENDENT CONTRACTORS

1. All owners, contractors, employees, agents or others working for or on behalf of any party to a contract, Memorandum of Understanding or other agreement (hereinafter “vendor”) who will provide services to or have direct contact with Grand Rapids Public Schools students or staff shall have a criminal records check through the State of Michigan and the Federal Bureau of Investigation, including a fingerprint check.
2. The following review of the criminal history record must occur:
 - A. Any application documents, if applicable, must be checked for truthfulness/accuracy. If applicant failed to disclose criminal record information they cannot work on any project, assignment or other activity involved in the contract, MOU or agreement between the vendor and GRPS. If they have begun work, they must be immediately removed by the vendor and GRPS shall be notified in writing.
 - B. If application/criminal history form matches criminal record, the person may be considered for assignment to the project, program or activity covered by the contract, MOU or agreement. If the person has been convicted of a felony or illegal drug crime the following will be considered: nature of the records, recentness of the criminal act, drug activity, age of applicant/new hire at the time of the crime, type of work the individual would perform for the District. GRPS will be notified before anyone is hired or assigned and it will make the final decision regarding hiring or assignment of the person to the project, program or activity covered by the contract, MOU or agreement.
 - C. No person with a criminal background shall be assigned to work on any project, program or activity covered by the contract, MOU or agreement without the written consent of GRPS.
 - D. No person shall be considered for or placed in any project, program or activity covered by the contract, MOU or agreement if they have a criminal record that includes any of the following:
 - First, Second, Third or Fourth degree criminal sexual conduct
 - Assault with the intent to commit criminal sexual conduct
 - Child abuse
 - Attempt to commit child abuse
 - Involvement in child sexually abusive activity or material
 - A third or subsequent violation of any combination of engaging in obscene or indecent conduct in public, indecent exposure, or a local ordinance

- substantially corresponding to either offense
- If the victim is less than 18 years of age, the crime of gross indecency (except for a juvenile disposition or adjudication), kidnapping, sodomy, or soliciting another for prostitution.
 - Leading, enticing, or carrying away a child under 14 years of age
 - Pandering
 - Any other violation of a state law or local ordinance constituting a sexual offense against an individual less than 18 years of age
 - An offense committed by a sexually delinquent person
 - An attempt or conspiracy to commit one of the offenses listed herein
 - Selling or furnishing alcoholic beverages to a person less than 21 years of age
Knowingly allowing a minor to consume or possess alcohol or a controlled substance at a social gathering
 - Cruelty, torture, or indecent exposure involving a child
 - Delivery of a narcotic to a minor or a student within 1000 feet of school property
 - Accosting, enticing, or soliciting a child for an immoral purpose

If the person provides documentation that the criminal history information has been expunged, the criminal offense will not be considered.

If the person assigned to the project or program is convicted of, pleads guilty to or no-contest to a crime during his/her service on the project, program or activity covered by the contract, MOU or agreement, the vendor shall notify GRPS immediately. The criteria listed in section 2B and 2C shall be evaluated and a decision shall be made as to whether the person may continue working in the project, program or activity.

APPENDIX C

FERPA COMPLIANCE AGREEMENT

Grand Rapids Public Schools (GRPS) requires third parties (other than as required by law) to whom student information may be released for educational purposes sign the following agreement. Failure to sign will be interpreted as a failure to agree and student information will not be released. The third party in this agreement is _____ (referred to as the third party for purposes of this agreement).

The Family Educational Rights and Privacy Act protects student information and educational records. The Third Party requests access to certain confidential student records in order to comply with the terms of the Memorandum of Understanding (MOU) entered into by and between GRPS and Third Party on or about _____ relating to the _____ Program/Activity. By signing this agreement, the third party:

- Agrees that it has provided training on the requirements of FERPA to any and all of its employees, agents, and volunteers who will be performing services and receiving personally identifiable student information under the above referenced MOU and that it will comply with its requirements. Basic training may be found at <https://studentprivacy.ed.gov/content/online-training-modules>.
- Agrees that GRPS is the owner of student data. Third Party agrees to use the student information provided for the specific, limited educational purpose and intent stated in the MOU between the parties referenced above. Any other use is prohibited.
- Agrees that GRPS reserves the right to modify or limit the student information requested and that the student information provided a third party will be on a need-to-know basis specifically limited to the educational purpose of the MOU.
- Agrees that data will be stored in a secure manner that prevents unauthorized individuals from access. Third Party will provide GRPS with the name of the person responsible for data storage and security upon request.
- Agrees that any and all student information will not be maintained, stored or kept on file (electronic or any other media) after the stated educational purpose has been fulfilled. Specifically, any and all student information is to be deleted from any electronic storage; paper copies or any other media are to be destroyed and notice of this destruction is to be sent to GRPS. This includes any data in aggregate form if that aggregation requires the retention of individual student records. Destruction of electronic media shall be in accordance with the with the National Institute of Standards and Technology (NIST) special publication 800-88 Revision 1: Guidelines for Media Sanitization. In the alternative, documents may be returned to GRPS.
- Agrees to limit the distribution of student information to only those employees or agents who have a legitimate education need to access the information.
- Agrees that student information will not be re-disclosed to any other party without the prior knowledge and prior written consent of GRPS.
- Agrees that any re-disclosure of student information will disqualify the disclosing party from receiving information in the future, and the third party under this compliance

agreement, to whom the information was originally released, will indemnify GRPS against any and all liability (including but not limited to damages of any nature, attorney's fees and any and all legal costs) arising out of the third parties' use and disclosure of educational records and personally identifiable student information in violation of FERPA or in violation of any other statutory or common law privacy rights.

- Agrees, pursuant to the requirements of FERPA, to keep a log of any and all persons who have accessed the student information and present this log to GRPS upon demand.

Signature:

By: _____

Its: _____

Dated: _____, 20__

APPENDIX D

NEPOTISM DISCLOSURE

To the best of my knowledge, I am not related to an employee of the Grand Rapids Public Schools.

I am related to the following employees of the Grand Rapids Public Schools

Relative is defined as a spouse, daughter, son step relationship, guardian, ward, parent, grandparent, brother, sister, grandchild, aunt, uncle, niece, nephew, cousin (or spouse of any of these) or anyone who lives in your household or anyone with whom you are having an intimate relationship.

Signature

Date