

**Appendix B**

**CONTRACT TO PROVIDE SCHOOL SECURITY SERVICE TO  
SOUTHFIELD PUBLIC SCHOOLS**

DRAFT

## SECURITY SERVICES CONTRACT

**THIS SECURITY SERVICES CONTRACT** (hereinafter referred to as the "Contract") is made and entered into this \_\_\_\_ day of 2020, effective July 1, 2020 thru June 30, 2023 by and between \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as "Company"), and **THE SCHOOL DISTRICT OF THE CITY OF SOUTHFIELD**, a Michigan general powers school district, whose address is 24661 Lahser Road, Southfield, MI 48033 (hereinafter referred to as "District").

### WITNESSETH:

**WHEREAS**, the District issued a Request for Proposals for Professional Security Services and ancillary security services ("School Security Services") dated \_\_\_\_\_, 2020, as amended by Bid Addendum 1 dated \_\_\_\_\_ 2020, Bid Addendum 2 dated \_\_\_\_\_, 2020 and Bid Addendum 3 dated \_\_\_\_\_, 2020 (the "RFP"); and

**WHEREAS**, the Company submitted to the District a proposal in response to the RFP, dated \_\_\_\_\_, 2020, to provide such School Security Services to the District (the "Proposal"); and

**WHEREAS**, the District desires to engage the Company, and the Company is willing to provide School Security Services (as more particularly described herein) in accordance with the District's policies and as required by federal and state laws and other individuals authorized by the District at various sites as the District may determine from time to time; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the Company and District hereby agree as follows:

#### 1. Definitions

- a. "Contract Documents" shall include this Contract, the RFP and the Proposal. The terms of the RFP and the Proposal shall be incorporated herein by reference. Any inconsistencies between Contract, the RFP and the Proposal shall be resolved by giving precedence in the following order: 1. This Contract; 2. the RFP; and 3. the Proposal.
- b. "District" refers collectively and individually to the Southfield Public Schools, the Southfield Public Schools Board of Education, its Superintendent and his/her designee(s), the District Administration, employees and agents. The term "Board," when referenced herein shall have the same meaning as "District."
- c. "Company" refers to \_\_\_\_\_ its officers, employees, and agents.
- d. "Students" are defined as those persons enrolled in schools within the District
- e. "School Security Services" shall be defined as the provision by the Company of security officers and ancillary security services at the seven (7) school sites identified by the District during the term of this Contract and in accordance with all applicable federal and state laws, as well as applicable state and local rules

and regulations as may be in effect from time to time. This shall also include the personnel and the equipment and supplies required for the provision of School Security Services.

2. **Term**

This Contract shall become effective July 1, 2020, and shall expire on June 30, 2023 (the "Term"). This Contract may not be renewed or extended unless upon the mutual written agreement of the parties. The Company has no expectation of a contract beyond the Term.

3. **Services**

- a. The Company will provide School Security Services to the District in accordance with all applicable federal, state and local laws, regulations, policies and procedures of the District at such locations (the "Sites") and at such rates set forth in Exhibit A hereto during the term of this Contract, including employee hiring, payment and supervision. The Company shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of this Contract and in particular any such laws pertaining to student safety.
- b. School Security Services shall include, and the Company shall provide, \_\_\_\_\_ (##) full-time security officers assigned and dedicated to school-related duties during the school year at the Sites. During the summer when school is not regularly in session, the Company may be required to provide security officers as requested by the District who will be assigned to provide security at summer schools.
- c. The Security Officers provided by the Company shall:
  1. Patrol all areas, both inside and outside of assigned building (i.e., hallways, parking lots, restrooms, stairways, locker rooms, cafeteria, etc.) in all southeast Michigan weather conditions to prevent vandalism, theft, violations of rules, and/or laws, loitering or any other questionable activity (using a "reasonable person standard").
  2. Politely interview and/or challenge all persons entering and/or leaving a district building, found in a building without an office pass or some other school district authorization, directing those with authorized entry to their destination, and removing unauthorized persons.
  3. Assist in investigation of security matters related to students and/or staff, as directed by supervision.
  4. Provide security during the loading and unloading of buses.
  5. Identify those persons responsible for violations of school rules and regulations or laws, when observed.

6. Report all safety hazards and unsafe conditions to the building administrators.
  7. Be familiar with the facility, administration, staff, police liaison, and students at assigned building.
  8. Provide security at school athletic events, parent-teacher conferences, graduations, and other school related functions.
  9. Investigate and report, on Southfield Public Schools Incident Reports, all incidents related to security.
  10. Cooperate in every way possible with the police whenever they are on school property.
  11. Participate in training programs and sessions when required.
  12. Cooperate with the school administrators, police liaison officers, staff, and students whenever required for assistance.
  13. Direct traffic on school property.
  14. Perform other duties as assigned by the [Supervisor].
- d. The Company shall establish in-service training for development that every security officer, in order to continue providing services, whether permanent, temporary, or substitute, must each year successfully complete. All security officers placed in a District building must receive training on and become familiar with the Southfield Public School Student Code of Conduct and the Southfield Public School Crisis Plan before placement in the District. The Company must provide the Director of Operations written evidence that this training has occurred. Security officers placed in the Southfield Public Schools must also receive training in Southfield Public School security camera operation. This training shall be coordinated with the Director of Operations.

The District shall be entitled to review or monitor any and all training provided by the Company.

The Company shall plan and implement a comprehensive safety program. This program shall include but not be limited to regularly scheduled safety meetings for the security officers. The Company shall conduct a minimum of two (2) safety meetings each school year, and security officers shall be required to attend. In the event an employee fails to attend one (1) of these safety meetings, the security officer will be subject to suspension. The agendas of the meetings shall be available for inspection by the District on request.

Company personnel shall not perform any searches or seizures without the prior written consent of the District and all permitted searches and seizures shall be performed in accordance with all applicable law, rules and regulations.

#### 4. **Equipment**

- a. The Company shall purchase and provide all equipment, supplies and storage units necessary to provide the School Security Services. Notwithstanding the foregoing or anything to the contrary contained herein, **the Company shall not provide and the security officers shall not carry weapons of any kind including firearms, knives, mace, batons and handcuffs.**
- b. The District shall provide 2-way radios to each officer for the building location.
- c. The District shall provide the Company with keyless entry fobs and keys for each school for distribution to the security officers in accordance with the assignment of a security officer to a specific school building. At no time shall copies be made of any keys issued. If additional copies are needed, the Company must obtain keys from the Director of Operations. All lost building keys or key fobs assigned to the Company or to any of the Company's employees, (whether interior or exterior keys), must be reported, via the District's lost key report form, to the District's Director or Operations within 24 hours of discovery of the loss.

The Company shall require each security officer to sign for his/her exterior door keys and/or key fob and to agree that such keys and key fobs must not be traded between or shared among employees. The Company shall immediately notify the District of the reassignment or termination of any individual who has been assigned a key and/or a key fob.

The Company is prohibited from giving or loaning District building keys or key fobs to anyone for any purpose. The Company and its employees are also prohibited from leaving key rings in on desks, or otherwise out of their possession. The District and the Company agree that the actual amount of damages incurred by the District for non-compliance with the above requirements will be difficult to assess and/or may be immeasurable. Accordingly, In the event of non-compliance with such requirements, the District may assess damages against the Contractor in the amount of \$50.00, to be paid as liquidated damages and not as a penalty or forfeiture.

The Company shall be charged \$50.00 for each replacement of any lost or stolen key and \$20.00 for each replacement/re-issuance of exterior key fobs.

If the District deems it necessary to re-key any locks due to inadequate key control/management by the Company, the cost (including the cost of door core replacement) will be deducted from the monthly payment for services.

#### 5. **Company Employees and Staffing**

- a. The Company shall provide a sufficient number of trained and qualified employees necessary to fulfill all requirements of this Contract in accordance with State of Michigan laws and regulations. All employees shall be carefully selected as to character and ability and must meet or pass all requirements and tests provided under Michigan or federal law. Security officers who possess (a) an Associate of Arts Degree in Criminal Justice Law Enforcement or Security or

- (b) Michigan Commission On Law Enforcement Standards (MCOLES) Certification will be given preference in hiring and placement in the District. Additionally, all security officers must have had a minimum of one (1) year's experience as (x) a law enforcement officer, (y) a military police officer or (z) an officer in the security force of a corporation with more than 100 employees.
- b. All Company employees must be at least twenty one (21) years of age, be a legal resident of the United States, must be conversant with the English language and meet all other checks as required by law prior to being placed in a position with the Company to work in the Southfield Public Schools. All security officers must have a T.B. test before reporting to duty as required by the Southfield Public Schools Board of Education policy.
- c. The responsibility for hiring, managing and discharging the Company's personnel shall rest entirely upon the Company. The Company shall give additional consideration to hiring applicants who are residents of Southfield and Lathrup Village with substantially equal qualifications as non-residents. The security officers shall be assigned to the Southfield Public Schools on a consistent basis and in a manner designed to encourage a close and cooperative working environment with District personnel and familiarity with the students at the assigned schools.
- d. The Company shall conduct pre-employment and drug and alcohol testing of all employees as permitted or required by law. The Company shall conduct random and reasonable suspicion drug and alcohol testing for all safety sensitive employees according to Federal and Michigan law, rules and regulations and District policy. The Company shall have a zero-tolerance policy for testing positive to drugs and alcohol and shall immediately remove an employee if they refuse to submit to a drug test, tests positive for illegal drugs, controlled substances or alcohol or violates the law, possesses, sells or consumes illegal drugs, controlled substances or alcohol on District property.
- e. Security officers must be able to perform all of the essential functions of the job, including, having the ability to, stand and walk for prolonged periods of time without the need for a break or assistance; engage in strenuous physical activity, including running, quickly climbing stairs, pursuing persons on foot, and safely physically restraining persons; as well as, having the ability and willingness to be out-of-doors in all types of Michigan (inclement) weather, including, cold, heat, snow, icy weather, etc.
- f. At all times while working in and for the District, the Security Officers shall wear a Company uniform which displays the Company's name and/or logo visible in the front and a District issued photo ID badge (which displays both the names of the Company and District as well as the name of the officer). The uniforms shall consist of slacks, shirts and jackets. The Company will design the identification badges with the District's approval. Costs of the uniform and ID badge will be borne by the Company.
- g. The Company shall not employ, and shall not subcontract with a subcontractor of any degree that employs, any individual required to be registered under Article 2 of 1994 PA 295, as amended, who will be assigned to work within a student

safety zone, as that term is defined in 1994 PA 295, as amended. Further, the Company agrees that any and all personnel (including substitutes) of the Company assigned to "regularly and continuously work" under the Contract, as that term is defined by 2006 PA 84, in any of the District's schools pursuant to this Contract must be subjected fingerprinting and to a (1) a criminal history check through the Michigan State Police and (2) a criminal records check through the Federal Bureau of Investigation as set forth in 2006 PA 84. The Company shall not assign any individual, to regularly and continuously work under contract in any of the District's schools pursuant to this Contract if they have not successfully passed the criminal history/background check and been cleared by the District. The Company shall indemnify, defend and hold the District, 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 Company's (or its employees' or agents') failure to comply with, the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Company shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Company shall supply all necessary data and information, as requested by the District, to enable the School District to properly submit Company and its employees and agents for inclusion in the State of Michigan Department of Education's list of "registered educational personnel." The Company acknowledges and agrees that all background checks must be completed through the District and the District will not accept any background checks conducted through the Company.

The Company shall provide a report in writing to the District within three (3) business days of when any of its agents, employees or representatives who will regularly and continuously be on the District's premises to carry out the services contemplated by the Contract Documents, 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 the District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The District reserves the right to refuse Company's assignment of any individual, agent or employee of the Company or subcontracted personnel of any degree to render services under this Agreement where the criminal history of that individual (including any pending charges) indicate, in the District's judgment, unfitness to perform services under this Agreement. Violation of the above by the Company shall be a basis for immediate termination of this Agreement. The Company shall require language similar to the above in all of its agreements and/or contracts with its consultants, suppliers and material men of any degree.

In addition to the provisions of this contract clause, the Company shall be obligated to undertake every necessary effort to assist the District in complying with statutorily required criminal checks and reporting requirements concerning the Company's employees and subcontractors of any degree, including but not limited to assistance and compliance with all related statutorily required reporting requirements.

In the event an individual assigned to regularly and continuously work under this Contract is to be replaced by the Company for a period of more than one day, Company shall immediately notify the District of the same. Any such replacement personnel shall be governed by the obligations of this provision.

To the extent applicable law related to criminal checks and reporting requirements concerning the Company's employees is amended, the Company agrees that it shall fully abide by, comply with and assist the District in the District's compliance with such amendments. To that end, the parties shall meet and negotiate any changes necessary to bring this contractual provision into compliance with such anticipated future amendments.

- h. The District may review all pre-employment and other records regarding any prospective or actual employee of the Company assigned to work under this Contract.
- i. The District may also request (verbally or in writing) the removal of any prospective or actual employee of the Company from working under this Contract for any non-discriminatory reason and the Company must comply with any such request. If the District's designee notifies the Company in writing that any of the Company's employees assigned to Southfield Public Schools is incompetent, disorderly, or otherwise unsatisfactory, as stated above the Company will remove such employee within one (1) shift and will not again assign that employee to work in Southfield Public Schools without the written consent of the District's designee.
- j. The Company shall furnish to the District the following information relative to each employee that will be employed under this Contract and shall be responsible for keeping such information current during the term hereof:
  - i. Name of employee (last, first and middle initial)
  - ii. Employee's address
  - iii. Relevant Certification
  - iv. Location assignment
  - v. Employee phone number
- k. The Company shall cause each of its employees assigned to provide services to the District to comply with and agree to be bound by the District's Student Interaction Agreement set forth on Exhibit C hereto.
- l. All Security Officers will receive training in and shall comply with the District's Student Code of Conduct and Policy on the use of Physical Force/Corporal Punishment and Alternatives to the Use of Corporal Punishment attached hereto as Exhibit D.
- m. The Company shall maintain a pool of trained and qualified substitute security officers with required background checks who shall be available at short notice to ensure the District is adequately supplied with security officers. The Company shall advise the building principal and the District Operations Director if a



substitute employee is required or when there will be a change of employees due to absences.

- n. The Company shall report to the Southfield Public Schools any incidents of misconduct of their employees and any corrective action taken including discharge. Every security officer shall at all times adhere to the Southfield Public Schools' established policies and the Southfield Public Schools Regulations and Policies as stated in the Southfield Public Schools' Board Policy Book

6. **Contract Management and Administrative Staffing**

- a. The Company will provide at all times during the term covered by this Contract, , full-time, experienced Director (or designee during any unscheduled absence) and acceptable to the District and the Company, who shall be exclusively assigned to the District and responsible for the Company's performance of its obligations under this Contract. Full time means Monday through Friday. The Company will also be responsible for the administrative staff necessary to provide the Services specified in this Contract. The Company shall provide the Districts authorized representative with a means of immediate communication regarding emergencies or any other occasion that may arise. A cellular phone number or pager number of the person responsible for managing this contract must be provided to the District's authorized representative.
- b. The District's Operations Director shall be the District's authorized representative in all matters pertaining to the administration of this Contract. The District's authorized representative may be changed at any time with appropriate written notice.

7. **Permits, Licenses Compliance with Laws** The Company will comply with all Federal, State and local laws, rules, ordinances, regulations and apply for and obtain any required licenses and permits. The Company, including its employees and agents, shall be responsible for knowing the Southfield Public Schools Board policies and administrative regulations concerning appropriate behavior of persons in schools, transportation vehicles and District facilities, including, for example, the prohibitions against sexual harassment and smoking, and shall comply with all such policies and regulations. The District shall use its best efforts as reasonably requested by the Company to assist the Company in complying with any applicable Federal, State or local laws, rules and regulations.

8. **Continuous Improvement Plan** The Company acknowledges that the District has adopted goals of streamlining its security operations and the expectation that the Company minimize and/or reduce costs while maintaining a high level of service during the term of this Contract. Toward that end, the Company shall present, upon the request of the District, recommendations for improving the efficiency of the security operations (i.e., reducing cost while maintaining high levels of security in the facilities). shall provide the District.

9. **Performance Standards and Evaluation**

- a. The Company shall be responsible for complying with all local ordinance regarding working times. The Company assumes all liability for complying with local ordinances. The Company will schedule security officers as determined by the needs of the District and in accordance with the direction of the District's Operations Director. Any changes to the established schedule must have prior approval of the District. Scheduling of work must be coordinated with the individual facilities' operational needs in order to avoid disruption or unsafe conditions.
- b. Security officers must be able to perform all of the essential functions of the job, including, having the ability to, stand and walk for prolonged periods of time without the need for a break or assistance; engage in strenuous physical activity, including running, quickly climbing stairs, pursuing persons on foot, and safely physically restraining persons; as well as, having the ability and willingness to be out-of-doors in all types of Michigan (inclement) weather, including, cold, heat, snow, icy weather, etc., among other functions of the job.
- c. The Company shall be responsible and liable for any and all damages caused by any action or inaction of an employee working for the Company.

10. **Insurance**

The Company must maintain insurance policies with an "A" rated Best insurance carrier acceptable to the District in not less than the amounts listed below:

<b><u>POLICY</u></b>	<b><u>MINIMUM LIMITS</u></b>
(a) Workers Compensation	Statutory
(b) Comprehensive General Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 aggregate
(2) Property Damage Liability	\$1,000,000 each occurrence
(c) Comprehensive Automobile Liability	
(1) Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
Combined Single Limit Bodily Injury and/or Property Damage	\$10,000,000 each occurrence  \$10,000,000 aggregate

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to:

Martha Ritchie, Purchasing Director, Southfield Public Schools, 24661 Lahser, Southfield, Michigan 48033". If such insurance is not in force, Southfield Public Schools may, at its option, terminate and cancel the contract. The Company will provide the District with the required insurance certificates before the effective date of this Contract and commencing operations hereunder, and at the beginning of each school fiscal year. All insurance certificates/policies shall name the District as an additional insured and shall be submitted to the District's authorized representative. The certificates of such insurance shall carry an endorsement that states that the Company's insurance company will defend the District if the District is named a defendant in litigation resulting from the activities of the Company or of any direct or indirect employee of the Company under the terms of this contract for injuries to property or persons.

The Company agrees to notify the District Superintendent or designee immediately of any incidents or accidents, with or without claims, arising pursuant to said policies.

11. **Indemnification**

The Company agrees to indemnify, defend and hold harmless the District and its board members in their official and individual capacity, officers, employees, agents, volunteers, successors or assigns and against any and all claims, causes of action, costs, expenses, damages, and liabilities, including actual attorney fees, arising out of (i) the negligent acts or willful misconduct of the Company and/or its officers, directors and employees, agents subcontractors, successors or assigns; (ii) any breach of the terms of the Contract by the Company; (iii) any violation of applicable local, State and/or Federal law, regulation, or other requirement; or (iv) any breach of any representation or warranty made by the Company under the Contract. The Company agrees to notify the District by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under the Contract.

12. **Payments**

Company will invoice the District on the first of each month for School Security Service provided during the previous month and at the rates listed on Exhibit B hereto. The Company shall certify the number of hours worked by each security officer, the date and times of the work, the location and the name of the authorized District person who approved any additional work. Payment of undisputed amounts in each invoice shall be made within thirty (30) days of receipt of the invoice. The District will issue one payment per month. Disputes regarding amounts contained in any invoice will be communicated to the Company by the District, in writing, within ten (10) days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Company is able to resolve the matter to the District's satisfaction within ten (10) business days prior to payment due date. The District will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Company's failure to timely resolve the matter as set forth above.

13. **Records And Reporting Requirements.** The Company shall make available at any time to the District all operating records that the District may request. Additionally, the Company will provide certain regular reports to the District as specified in this section

and others as mutually agreed on by the District and Company. The Company shall maintain the following records and produce the reports listed below:

- a. Records to be Maintained by the Company
  - (i) Operating Records: The Company shall maintain, for a minimum of eighteen (18) months daily records showing absenteeism, accident occurrences and building complaints.
  - (ii) Personnel Records: The Company shall maintain records that include documentation of all security officers, management, and support staff compliance with all legal requirements and with all standards and requirements set forth in this Contract.
- b. Accident Reports
  - (i) All accidents, incidents or emergencies (police, fire, EMS) involving District students, personnel, or visitors shall be verbally reported to the District Operations Director immediately. A written report shall be submitted to the District by the Company within one (1) working day. A verbal notification to the building principal of the incident shall be reported immediately.
  - (ii) Accident reports shall make clear or provide at a minimum the following:
    - Whether students were involved in the accident;
    - Whether any injury occurred;
    - The location and nature and extent of any property damage;
    - The Company's assessment of chargeability of the accident; and
    - Accident and incident reports completed by the Company's management and by drivers.
  - (iii) The Company shall provide to the District any accident reports obtained from the Michigan State Police or from any other law enforcement agency as soon after the accident as they become available.
- d. The Company shall use the MDE form as mandated by the State of Michigan.

#### 14. **Rates**

The rates for School Security Services shall be as set forth on **Exhibit B** hereto. Any charges for overtime and/or for additional work must be authorized in advance by the Director of Operations. The Company will schedule officers whenever possible in such a way to avoid overtime charges."

#### 15. **Liquidated Damages**

The District seeks to maintain safe buildings for all students and staff. Hence, these services and high expectations can be provided only by a trained staff with low turnover who receives a fair wage that meets industry standards.

The District and the Company agree that in certain circumstances, the actual amount of damages incurred by the District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages

against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. These damages accrue in addition to the District's expectation that it will not pay for any Services that have not been provided. Except for turnover beyond company's reasonable control, for each instance of staff turnover in security officer positions per school, the District shall be entitled to liquidated damages, but not a penalty or forfeiture, in the amount of one thousand dollars (\$1,000) within the life of the contract if the replacement is not requested by the District. Liquidated damages shall not be assessed during the first 90 days of the date of this Contract.

16. **Dispute Resolution**

In the event of a dispute between the District and the Company with respect to the alleged failure of the Company to meet the terms of this Contract, the following steps will be taken:

- a. The District shall withhold payment until such time as the dispute has been resolved.
- b. The District shall provide the Company a letter stating the nature of the violation.
- c. The Company shall have seven (7) calendar days after receipt of letter to respond to the violation in writing. The response must include the nature of the violation, how it will be resolved and what steps are being taken to prevent this violation from occurring again.
- d. If the Company has not resolved the violation within the above referenced seven (7) day period or has repeated a similar past violation, the District shall have the right to terminate the Contract upon thirty (30) days' written notice of intent to do so. The Company shall be liable for any difference in cost between agreed price and price paid to an alternate Company, including expenses incurred to solicit other Company.

17. **Choice of Law and Venue**

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Michigan. The Company agrees that any litigation, action or proceeding arising out of this contract shall be instituted in a state court located in Oakland County in the State of Michigan. If either party to this contract initiates a lawsuit against the other to secure or protect its rights under this agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorneys' fees, administrative fees, court costs and damages as part of any judgment entered in its favor.

**18. Termination**

- a. Notwithstanding the foregoing or anything to the contrary contained herein, the District, upon ninety (90) days' prior written notice to the Company, may terminate this contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Company except the obligation to pay for services actually performed under the contract before the date of termination.
- b. In the event the Company fails, at any time, to comply with, fully perform and strictly adhere to the terms and conditions contained in the Contract and all specifications as described herein to be performed by the Company, its agents or employees, the District shall give forty-eight (48) hours notice, in writing, to the Company of said failure and, in the event the Company does not remedy such failure within forty-eight (48) hours from the receipt of such notice by it (except if such failure be impossible to remedy within forty-eight (48) hours) then, at the option of the District, the Contract may be terminated by delivery to the Company of written notice of such election to terminate, but the Company shall remain liable to the District for any costs to the District for security officer services. Failure by the District to exercise its rights in this regard within forty-eight (48) hours does not preclude any subsequent right to exercise at a later date. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Company under the Contract shall cease.

Regardless of the basis for cancellation, the District shall not be obligated to pay the Company for any incidental or consequential damages, loss profits, or costs incurred for services not actually performed.

- c. The Company, with twelve month prior written notice always ending June 30 to the District, may terminate this Contract for cause if District breaches any of its material duties or obligations under the contract, including failure to pay, which are not cured within the time period specified in the written notice of breach provided by the Company.

**19. Company's Representations and Warranties**

- a. The Company is a corporation duly incorporated and authorized to do business under the laws of Michigan and has the corporate power, authority, right and capacity to enter into, execute and deliver this Contract and to carry out the transactions and enter into other agreements contemplated by this Contract
- b. The Company is properly licensed to by the State of Michigan to provide security officer services in accordance with this Agreement.
- c. The transactions and other agreements contemplated by this Contract have been duly and validly authorized by all requisite corporate proceedings, and this Contract has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms.

- d. Neither the execution of the Contract nor the performance thereof by the Company will result in a breach of any term or provision or constitute a default under other agreements to which the Company is a party or by which it is bound or any other agreement which could affect the validity of the Agreement or any transaction provided for in the Agreement.
- e. No Litigation. There are no actions, suits or proceedings commenced or, to the knowledge of the Company, threatened against the Company, in law or in equity, which do or will affect the validity of this Contract or any transaction or other agreement provided for in the Agreement.

20. **Equal Opportunity Employment/Non-Discrimination**

The Company shall be an equal opportunity employer. The Company shall hire and retain without regard to race, religion, color, sex, age, marital status, sexual orientation, ethnic background, national origin, handicap or disability.

The Company's shall recruit and select applicants for employment solely on the basis of their qualifications. The Company's decision to employ shall be based, first, on whether any positions are available; and, second, on which applicant best meets the requirements of the open position in accordance with this Contract.

21. **Force Majeure**

The Company agrees that its failure to comply with any of the terms and conditions of this Contract shall be grounds for termination of this Contract by the District. Notwithstanding the foregoing, District agrees that riots, strikes, acts of God, and other unforeseeable events which render it impossible on the part of the Company to perform its obligations under the terms of this Contract, or which result in the non-operation of the facilities attended by District students, shall relieve Company from its obligations under this Contract and shall likewise relieve the District from any obligation to make payments to Company under the terms of this Contract for the days in which the Company does not perform under this Contract. The District shall have the right to take over the operation of the School Security Services if the Company is prevented from operating for the reasons described above. The District may operate with school employees or other persons, as the District may deem appropriate until the Company is able to resume its regular operations.

22. **Non-Appropriation of Funds**

The District represents (1) that it has adequate funds to meet its obligations under this Contract during the 2020-2021 fiscal year, (2) that it intends to maintain this Contract from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best effort to obtain the appropriation that the availability of funds is contingent upon varied sources. If the District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the Service (including, but not limited to a reduction in Service) described in this Contract, then the obligations under this Contract are suspended in part or entirely, and the Contract may terminated, as of the date the funding expires.

23. **Change of Law**

Notwithstanding anything else in this Contract to the contrary, in the event any federal, state, local or other governmental body's statutes, laws, rules or regulations are changed, enacted/promulgated, or in the event there are other material changes in the requirements of the Board (such as major enrollment changes or additions of special needs or physically handicapped children, which require added transportation equipment), and the impact of such changes materially impacts the methods and/or costs of the Company in connection with providing the Services hereunder, then, in that event, upon written notice to the District Superintendent, Company may request a renegotiation of this Contract. Such renegotiation shall include, but not be limited to, the lease/rental rates, the payment schedule, and duration of the Contract and levels of service. The Company and the District representatives agree to negotiate in good faith and with due dispatch. Any modifications to this Contract resulting from such negotiation(s) shall become effective only as of the beginning of the next anniversary date of the Contract after such written notice is given by the Company. In the event the Company and the District are unable to reach a satisfactory Contract within sixty (60) days after such written request, Company shall have the right to cancel this Contract by written notice to the District Superintendent, on or before the next anniversary date, whereupon, effective on such next anniversary date, this Contract shall be null and void.

24. **Notices**

Unless otherwise provided in this Contract, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. The District or the Company may from time to time designate any other address for this purpose by providing written notice to the other Party.

**To the District.** All required notices to the District shall be delivered to:

Southfield Public Schools  
 Attn: \_\_\_\_\_  
 J.W.E. Administration Building  
 24661 Lahser  
 Southfield, Michigan 48033

**To the Contractor.** All required notices to the Company shall be delivered to:

\_\_\_\_\_

25. **Severability**

In the event any provision(s) of this Contract shall be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting the remaining provisions of this Contract and this Contract shall be construed and enforced as if said illegal or invalid provision(s) had never been inserted herein.



26. **Company Not an Agent**

The Company acknowledges that it is not a representative, official agent, partner or employee of the District, but rather is an independent contractor for the services described herein for the District.

27. **Assignment**

This Contract shall not be assigned, or subcontracted, in whole or in part, without the prior written consent of the District, but in no case shall such consent change the terms of the Contract.

28. **Insolvency**

In the event the Company becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then at the District's option this agreement may be immediately terminated.

29. **Miscellaneous Provisions**a. **Student Behavior Management.**

(i) For any disruptive incident involving students, the Company must provide the District with a discipline report that must be completed by a Site Director following such incidents. All acts of misconduct shall be reported to the school principal of the relevant school and the District.

(ii) Company employees are not allowed to physically discipline students or evict them from the site locations.

b. **Days of Service.**

The District will not guarantee a minimum number of days of service; however, the Company may use the estimate of xxx school days per year as a planning guide for service during the normal school year. The Company must conform to the school calendar and time schedules of the District, including daily time schedules. These time schedules are the sole responsibility of the District and may change from year to year. The District observes the following holidays.

**Good Friday (According to Oakland County Intermediate School District calendar)**

**Memorial Day**

**Independence Day**

**Labor Day**

**Thanksgiving Day**

**Day after Thanksgiving**

**Christmas Eve Day**

**Christmas Day**

**New Year's Eve Day**

**New Year's Day**

**M.L. King's Birthday**

c. **Covenant Against Contingent Fees**

The Company warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon a contract or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the District shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of the contingent fee

30. **Entire Contract**

This Instrument contains the entire Contract entered into between the parties hereto; its terms may not be modified except in writing signed by the Company and the District. This Contract supersedes and takes the place of all prior contracts, lease/rental agreements and/or understandings, whether written or oral, between the District and the Company. In the event that any provision contained in this agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of the agreement shall not, at the election of the party for whose benefit the provision exists, be in any way impaired.

This Contract consists of \_\_\_\_\_( ) typewritten pages. The terms and obligations of this Contract shall become effective on the date first above written.

**IN WITNESS WHEREOF**, the District and Company have hereunto set their hands, this \_\_\_\_ day of

**SOUTHFIELD PUBLIC SCHOOLS  
(DISTRICT)**

\_\_\_\_\_  
**(COMPANY)**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit A

## Site Locations

School	Hours* Approximate	Days / Acade mic year	# Staff (on duty during hours specified)
Birney K-8 27225 Evergreen Southfield, MI 48075			
Levey Middle School 25300 W. 9 Mile Southfield, MI 48033			
MacArthur K8 University High School 19301 W. 12 Mile Southfield, MI 48076			
Southfield HS for Art & Technology 24675 Lahser Southfield, MI 48033			
SRAC 21705 Evergreen Southfield, MI 48075			
Thompson K-8 16300 Lincoln Southfield, MI 48076			
TOTAL			

## Exhibit B

### Rates

Locations	Year 1 7/1/20-6/30/21	Year 2 7/1/21-6/30/22	Year 3 7/1/22- 6/30/23
<ul style="list-style-type: none"> <li>• Birney K-8</li> <li>• Levey Middle School</li> <li>• MacArthur K-8</li> <li>• Thompson K-8</li> <li>• SRAC</li> <li>• Southfield HS/UHSA</li> <li>• Southfield Lathrup HS</li> <li>• Bussey Center</li> </ul>	<p>\$     per security officer per year</p> <p>(\$     per month).</p> <p>Additional work and events held after school hours - \$     per hour</p>	<p>\$     per security officer per year</p> <p>(\$     per month)</p> <p>Additional Work and events held after school hours - \$     per hour</p>	<p>\$     per security officer per year</p> <p>(\$     per month)</p> <p>Additional Work and events held after school hours - \$     per hour</p>

# EXHIBIT C

## Student Interaction Agreement

Guardian Security Services Inc. understands the importance of student and staff safety. Southfield Public Schools requires certain of its contractors to enter into and be bound by a Student Interaction Agreement (SIA). This Agreement must be reviewed by all Company employees and also reviewed quarterly and during end of year evaluations and signed. It is understood that there is zero tolerance for infractions related to this Agreement.

While the overwhelming majority of interactions between security and students fall well within the range of normal healthy relationships, certain behavior should be regarded as incompatible with goals and standards of Southfield Public Schools and therefore is always prohibited.

- Security Officers must never be alone with child/children in any area which potentially cannot be seen or observed by faculty members or other adults.
- Security Officers must never participate in any inappropriate physical contact with students, such as: patting, hugging, kissing or pinching.
- Security Officers shall never use physical force other than to safeguard a student, staff or themselves from immediate physical danger.
- Security Officers must never make any remarks, jokes or innuendo about a student's body or clothing.
- Security Officers must refrain from all cursing or use of any offensive language when on school property.
- Security Officers must never have any inappropriate electronic communication with students of any kind including texting, emails, and cell phone calls.
- Security Officers must never engage in sexually offensive or derogatory behavior such as ogling, leering, or "cat calling," or make any sexually suggestive gestures.

I acknowledge that I have read this document. I understand the Student Interaction Agreement and agree to be bound by the provisions contained within it.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EXHIBIT D**

Student Code of Conduct and Board Policy on Use of Physical Force

(See attached documents)

