

**SERVICE CONTRACT
WASHTENAW INTERMEDIATE SCHOOL DISTRICT
EDUCATION PROGRAMS FOR COURT INVOLVED YOUTH**

**ON-GROUNDS EDUCATIONAL PROGRAM
AND JUVENILE DETENTION EDUCATIONAL PROGRAM**

CONTRACT is made this _____ day of _____, 2011, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and the WASHTENAW INTERMEDIATE SCHOOL DISTRICT, located at 1819 Wagner Road, Ann Arbor, Michigan 48106 ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor agrees to provide an on-grounds educational program for the Juvenile Detention Center. The Juvenile Detention Education Program will be provided on site at 4125 Washtenaw Avenue, Ann Arbor, Michigan, 48108. The educational programs (the "services" or "contract services") will be provided in accordance with Section 24 of the State School Aid Act for youth referred by the Washtenaw County Trial Court Family Division – Juvenile Center, Ann Arbor, Michigan, pursuant to the terms and conditions of this contract.

A. Client Profile: Description of the Target Population

Juvenile Detention: Youths in juvenile detention who are targeted for services under this contract include youth placed in the facility by court order or other legal authority.

On-Grounds Educational Program: Youths who are targeted for services under this contract include eligible court involved youths for whom the contract services are in lieu of out-of-home residential placement or treatment programs, or to expedite earlier return from foster care or other out-of-home placement.

B. Eligible Client/Determination of Eligibility

(1) Juvenile Detention: Youths, ages 12-17, who are ordered in the juvenile detention facility through a valid court order.

(2) Referrals to the program shall be accepted from the Trial Court Family Division serving Washtenaw County at-risk youth.

C. Description of Type of Services to be Rendered

The Contractor will deliver the following types of services:

(1) Classroom instruction that is consistent with the Michigan recommended core curriculum.

(2) Contractor is responsible for providing textbooks, supplies, and educational materials, the acquisition of which shall be in full compliance with the Contractor's procurement policies. Washtenaw County is responsible for causing the provision of furniture and equipment, including desks, copy machines, file cabinets, computers, and other necessary equipment.

(3) Contractor shall reserve and provide up to 30 full-time enrollees in the Court Involved Youth Program (Juvenile Detention), or such number of program enrollees as the contractor may determine in accordance with its policies and

law, on the grounds of the Youth Center, located at 4125 Washtenaw Avenue, and the County shall assure the Contractor's legal access to that location. The program shall operate for 184 days per year and meet the state requirement for days and hours of full time operation. Additional days for summer programs will be negotiated annually.

- (4) Enrollment shall be based on an open-entry, open-exit arrangement. As deemed appropriate by either the Contractor or the County, the County shall consult with the Contractor regarding the appropriate educational services.

D. Educational Planning

- (1) The Contractor shall coordinate the education planning for the youth receiving services with the youth's school district of residence, and shall meet all State of Michigan standards applicable to its services.

ARTICLE II – FINANCIAL ARRANGEMENTS

Section 1 – The Contractor shall apply for and receive the state and/or federal educational funds described in Sections 2 and 3 available for the services and the enrolled youth, and for which the services and the enrolled youth qualify, provided that Washtenaw County shall, as necessary or appropriate, provide supporting documentation for the enrolled youth to facilitate the Contractor's request for state and/or federal funding.

Section 2 – State Funding Requests for state funding may be for:

- (a) Per pupil basic Foundation Allowance payments under applicable sections of the State School Aid Act.
- (b) "Added cost" under Section 24 of the State School Aid Act for educating pupils assigned to attend an on-grounds educational program adjacent to a juvenile detention facility or an in-house juvenile detention educational program.
- (c) Reimbursement of total approved costs under Section 53 of the State School Aid act for operating special education programs and services.
- (d) Similar state school aid funding allowed by state laws as they may be amended from time to time.

Section 3 – Federal Funding Requests for federal funding may include, but are not limited to, Title 1 funds for delinquent children from the United States Department of Education.

Section 4 – Other Funding and Grants. The Contractor and/or Washtenaw County may seek and receive supplemental funding for the services through the Michigan Department of Human Services. The Contractor may solicit and receive grants and donations consistent with its mission as regards the services. The Contractor retains the right to apply such moneys for use for the services consistent with the terms of such grants. Any such moneys shall not reduce state or federal funding otherwise allocable to the services. The Contractor shall consult with Washtenaw County before applying for grant money for which Washtenaw County might also be eligible.

Section 5 The Contractor's estimated revenue and expenditures for the provision of services are outlined in a projected budget for its 2011-2012 fiscal year, which is attached hereto and made part hereof as Attachment 1. [The Contractor's budget for services shall include an additional cost (currently 11.19%) to reflect indirect and overhead costs. This additional cost shall be computed in

accordance with Michigan Department of Education or other relevant accounting standards or requirements.]

Section 6 In the event that the actual revenues of the Contractor in the Contractor's fiscal year for providing services under this contract from the Michigan Department of Education, and/or the United States Department of Education, do not equal or exceed the Contractor's actual expenditures for providing the services in the Contractor's fiscal year, Washtenaw County shall reimburse the Contractor for any such deficiency.

The deficiency shall be paid by Washtenaw County within 30 days from the date that Washtenaw County receives written notice from the Contractor of the calculation and amount of the deficiency. The parties recognize that the lag in student count for funding through the Michigan Department of Education may result in a reimbursable deficiency for the Contractor's 2011-12 fiscal year.

Section 7 The Contractor shall account for all revenue and expenditures in the manner required by the Michigan Department of Education and/or the United States Department of Education. In addition, the Contractor shall comply with generally accepted accounting principles and reporting requirements.

Section 8 No Contractor general or special designated funds will be required to be appropriated or utilized in any fashion or for any purpose to fund program elements other than the services which are the subject of this contract.

ARTICLE III – TECHNICAL ASSISTANCE

Washtenaw County shall, where required, provide training and technical assistance to the Contractor. Washtenaw County shall also furnish the Contractor with any forms and instructions necessary to carry out the requirements of this Agreement.

ARTICLE IV - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Director of Children's Services and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Director of Children's Services.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the Director of Children's Services.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

Section 7 Records of all services and expenses pertaining to this contract shall be kept by the Contractor on a generally recognized accounting basis and shall be

available to Washtenaw County or its authorized representative at reasonable times and copies thereof shall, upon request, be furnished at no charge to Washtenaw County. The Contractor agrees to provide Washtenaw County, upon request, an annual audit or financial report on a form acceptable to Washtenaw County and reflecting the use of all funds expended under this contract.

Section 8 Any reports, information, dates, or other records given or assembled by the Contractor for Washtenaw County under this contract shall be provided in such a way as to protect the identity of the enrolled youths. In addition, any documents which the Contractor requests to be kept confidential shall not be made available to any individual or organization, except Washtenaw County.

Section 9 The Contractor shall provide information each year for which this contract is in effect for inclusion in Washtenaw County's Annual Plan and, as applicable, for submission to the Michigan Department of Human Services for annual Child Care Funds, to enable the State agency to commit In-Home Care Funds from the Child Care Funds for the period of this contract.

ARTICLE V - TERM

This contract begins on July 1, 2011 and ends on June 30, 2012. The contract price may be modified by an amount which the parties may agree in writing is necessary.

ARTICLE VI - PERSONNEL

Section 1 - The Contractor represents that it has or will secure under the conditions of this contract, all personnel required for the performing of the services under this contract.

Section 2 – The Contractor, as a Michigan intermediate school district, expressly reserves its powers and rights under the Revised School Code, to operate and provide the services under this contract in accordance with the policies of its Board of Education and law applicable to intermediate school districts, including, but not limited to, the following: (a) the right to bargain collectively with its staff, (b) the right to hire, fire and discipline members of its staff and to determine their working conditions, the right to adopt personnel policies which effect its staff, and (c) the right to engage and delegate to independent subcontractors, either non-profit, or public, the actual management and operation of the services in accordance with Contractor policies and applicable law.

Section 3 - All services will be performed by employees or subcontractors of, but under the policies and supervision of, the Contractor, and all personnel engaged in the work will be fully qualified to perform such services.

ARTICLE VII - INDEMNIFICATION AGREEMENT

To the extent permitted by law, the contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract

resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as additional insured on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned Vehicles with Personal Protection Insurance and Property Protection Insurance with minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No performance of obligations or payments required of the County under this contract will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to Washtenaw County c/o: Children's Services Department CR# P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 75 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor.
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XIII - LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352 , Title 31 of the U. S. Code (pertaining to not using federal monies to influence federal contraction and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress , an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form – LLL, Disclosure of Lobbying Activities” in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub.-reipients shall certify and disclose accordingly.

ARTICLE XIV – DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture , distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee’s policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs, and;
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - 1) Abide by the terms of the statement ; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

- e) Notifying the County in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health , law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispersing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction to the County.

ARTICLE XV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.05 per hour with benefits or \$12.96 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2012 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XVII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVIII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XIX - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other, except that the Contractor, without thereby being relieved of its duties and obligations under this contract, is permitted to delegate and subcontract the performance of operation of the services as indicated in and accordance with Article VI, Sections 2-4.

ARTICLE XX - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XXI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XXIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIV- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXVI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXVII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR
Washtenaw Intermediate School District

By: _____
Lisa M. Greco (DATE)
Children's Services Director

By: _____
Scott A. Menzel (DATE)
Superintendent

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: _____
Diane B. Hockett (DATE)
Washtenaw Intermediate School District
Board Secretary

By: _____
Gregory A. Peoples
Washtenaw Intermediate School District
Board President