

INDEPENDENT CONTRACTOR AGREEMENT



This INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made between SEC SHIELD, LLC (SEC or Contractor), a Michigan limited liability company, whose address is 4527 Cascade Rd., Suite B, Grand Rapids, MI 49546 and the Okemos Public Schools, a Michigan general powers school district, whose address is 4406 Okemos Road, Okemos, MI 48864 (District) for a term of three (3) years wherein SEC will provide a Director of Safety and Security and all other contracted services identified herein to the Okemos Public Schools. The District and Contractor may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the District is authorized under its state's laws to enter into agreements with other entities, public or private as part of performing the functions of the school district; and

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

WHEREAS, the District and SEC desire to set forth their understanding with respect to the scope of the relationship between them.

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

Engagement: The District hereby engages SEC and SEC accepts such engagement to serve as an independent contractor to provide security services as set forth in this Agreement for the consideration, and upon the terms and conditions set forth in this Agreement.

Relationship: The relationship between the District and SEC shall be that of independent contracting parties. Nothing in this Agreement shall be construed as creating an employer/employee relationship. SEC shall determine its own methods and manner for performing the Services within the overall policies and budgets established by the District, as the same may be amended by agreement of SEC and the District from time to time. SEC shall at no time represent itself or its consultants to be an employee of the District. SEC agrees to work with the District to develop a plan for the delivery of the services under this Agreement, and to provide ongoing support to the District for delivery of the services.

Compensation of Contractor Personnel: The Contractor shall be responsible for all salaries, benefits, payroll and other taxes, fees, and other charges or insurance required by any

federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each Contractor employee or agent.

SEC and SEC employees and contractors shall not be entitled to participate in any of the District's retirement programs or fringe benefits.

Term and Termination: This contract shall be for three (3) years, beginning on September 1, 2023 and ending on June 30, 2026. The work days will be year-round and the Contractor will follow the district's established holiday schedule. The Contractor will be provided with 25 paid days off (inclusive of sick and vacation days).

Notwithstanding the foregoing, either party may terminate this agreement for any reason or no reason, at its will, by providing at least ninety (90) calendar days' written notice to the other party at the address first listed above. In the event of early termination, the district will only be responsible for paying the Contractor for the director's services rendered through the date of early termination.

Effect of Termination: If this Agreement is terminated in accordance with any of the provisions contained herein, Contractor shall cease performance of any further services. Regardless of the basis for termination, no party shall be liable to, or obligated to pay the other party any incidental or consequential damages or lost profits. However, if this Contract is terminated prior to the end of a calendar month, wherein Services that were paid for were not rendered, the District shall be entitled to a return of, and the Contractor shall pay, the pro-rata portion of any prepaid monthly installment of the Contract price, which portion Contractor shall pay to the District within fifteen (15) business days following the date of termination.

Services Provided: During the term of this agreement, SEC shall provide the District with a Director of Safety and Security and other services outlined herein. Major duties and responsibilities for the Director of Safety and Security are identified in Appendix B of this Agreement.

Reimbursement of Expenses: If the District provides advance written approval to the Contractor for expenses necessary to provide the services, the District will be responsible for reimbursing those expenses. The District will not be responsible for reimbursing the Contractor for general expenses in performing the Services, unless the expenses are first approved in writing by the superintendent or designee.

Compensation to SEC: The cost for services outlined in the Terms of this Agreement shall be:

Year 1: \$163,000 (prorated based on mutually agreed start date)

Year 2: \$168,000

Year 3: \$173,000

During the Term of this Agreement, SEC will submit invoices to the District monthly. All payments are due within thirty (30) days of the Contractor's delivery of the invoice. All payments will be made in USD in an agreed upon method of payment. Should the District reasonably dispute an invoice, the District will provide written notice to the Contractor before the invoice is due and state the basis for any discrepancy. The parties will then meet to attempt to resolve the matter within fifteen (15) days following the date of invoice. If the parties do not resolve the matter after meeting, the parties will be left to pursue legal remedies as described below. Notwithstanding the foregoing, the District must pay the undisputed portion of an invoice when due. Time is of the essence under this Section.

Other Services: As a part of this agreement, SEC agrees to provide the additional services below:

Staff Training: SEC will perform staff training (descriptions provided in Appendix B) outlined below at the request of the District. SEC will recommend a cadence for the training in line with best practice. The available trainings include:

- Critical Incident Response Training
- Tabletop Exercises
- De-Escalation Training
- Investigations in Schools: Best Practices for Administrators
- Crisis Communication Training

Site Assessments: SEC will provide site assessments at the District's request. Site assessments will not be conducted more frequently than every 3 years.

eSEC: SEC's membership site includes comprehensive Critical Incident Response training via an online learning platform. You'll find self-paced video lessons, best practices for emergency scenarios and the fundamentals of school safety and security, all the concepts taught in the live training with one of our consultants. This allows your staff on-demand access year-round to help keep concepts fresh and allows for new employees to learn these critical fundamentals of safety and security immediately upon joining the team.

Targeted Social Media Monitoring: SEC will provide targeted social media monitoring services to enhance your overall security program and to aid in the prevention of violence.

The Contractor offers numerous other services, which are known to the District. Each of those services are available to the District but must be individually contracted for and the

rate will be negotiated at that time. Accordingly, additional services will not be provided by the Contractor without first receiving advance written authorization from the District.

Working Facilities: In consideration of the fees described herein, SEC may utilize the premises and facilities of the District in rendering services pursuant to this agreement. SEC understands and agrees that the District reserves the right, in the District's sole discretion, to revoke the privilege of any SEC consultant and/or employee to be on school premises or to participate in the District's activities, including but not limited to the services covered by this Agreement.

Background Checks: Criminal background checks are required pursuant to Sections 1230 and 1230a of the Revised School Code for all persons assigned to work at any school facilities regularly and continuously. MCL 380.1230 and 380.1230a. The Contractor, at its expense, will follow the District's Board Policy in taking all necessary steps to ensure criminal background checks are initiated. The Contractor will not assign to the District any person who has been convicted of any of the following offenses:

- a) any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- b) any offense enumerated in Sections 1535a or 1539 of the Revised School Code, MCL 380.1535a,
- c) 380.1539b; or
- d) any felony; provided however, that with prior written approval of the District's Board of Education and Superintendent, a person who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement at the District's facilities may be permitted to perform such services when, in the judgment of the District's Board, that person's presence will not pose a danger to the safety or security of the District's students or personnel; or
- e) any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230(8) of the Revised School Code, MCL 380.1230; or
- f) any offense of a substantially similar enactment (to those enumerated in paragraphs (a)-(d), above) of the United States or another State; or
- g) any other offense that would, in the judgment of the District, create a potential risk to the safety and security of students serviced by the District.

Student Records: All records and related documents prepared by SEC about students in connection with the rendering of services at the District's office shall be prepared in accordance with practices and procedures determined by the District and shall be the property of the District.

Confidential Information and Records:

- A. Each party agrees to hold in perpetual confidence and to not use or disclose to any third party any Confidential Information of the other party except (a) to the limited extent necessary to complete the Services or (b) when required by law or court order. The term "Confidential Information" shall mean all non-public information that a party designates as being confidential (verbally or in writing) or that due to its nature or under the circumstances of disclosure a reasonable person would conclude should be treated as confidential. "Confidential Information" includes, without limitation, intellectual property, marketing or promotion of any product or service of either party, business or financial policies or practices of either party, pricing, customers or suppliers of either party, or information received from others that either party is obligated to treat as confidential. "Confidential Information" does not include information that was (a) previously known to a party without restriction on disclosure; (b) received from a third party without restriction; (c) independently developed without use of the Confidential Information; or (d) information that becomes publicly available through no fault of the receiving party. The provisions of this Section shall be in addition to any trade secret protection available to a party. To the extent District becomes subject to any Freedom of Information Act (FOIA) request and District determines that such request may implicate Confidential Information of Contractor, District agrees to promptly notify Contractor and allow Contractor and Contractor's attorney the opportunity to review such information requested prior to disclosure and District further agrees to reasonably cooperate in any suit or proceeding initiated by Contractor to protect information from non-disclosure under FOIA.
- A. All records, forms and supplies or any reproduced copies provided and furnished by the District to SEC or its consultants or obtained by SEC or its consultants during the course of rendering services to the District shall always remain the property of the District and shall be returned to the District on demand, or upon termination of this Agreement.
- B. Notwithstanding anything to the contrary in this Agreement, SEC will be given access to and rights to reproduce Student Data that may assist SEC in evaluating the services provided under this Agreement,

Intellectual Property: SEC retains all patent, copyright, and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience (collectively, "SEC's IP") owned or possessed by SEC before the commencement of, or acquired by SEC during or after, the performance of the services or deliverables (including any reused or reusable materials, final deliverables, and work-in-process). Any and all services or deliverables conceived or developed by SEC

for the District, solely or jointly with others (including District employees) arising out of or in connection with this Agreement shall be the sole and exclusive property of SEC. SEC hereby grants to Client an irrevocable, non-exclusive, non-transferable, royalty-free license to use SEC's IP and Work Product for Client's internal and personal use solely in connection with and to the extent contemplated by this Agreement. Client shall not use, or disclose to any third party, SEC's advice or Work Product for any purpose not expressly contemplated by this Agreement, and SEC shall have no liability with respect to, modifications made by the District to SEC's Work Product. The District shall have no right to sell, copy, reproduce, make derivative works from, or alter any of SEC's IP or any Work Product. At the request and sole expense of SEC, Client shall reasonably assist SEC in the establishment, preservation and enforcement of any and all of SEC's rights in any Work Product, including but not limited to making, executing, and delivering all reasonable and necessary application papers, assignments, and instruments, and performing, or causing to be performed, such other reasonable and necessary lawful acts related to such Work Product. SEC represents and warrants to Client that SEC has the right to grant the license to the Work Product as provided in this Section and that use of the Work Product by the District in accordance with this Section shall not infringe the intellectual property rights of any third parties, but SEC makes no other representations and warranties about SEC's IP or the Work Product.

Guarantees: The Contractor makes no guarantees that the use of their Director of Safety and Security in any way will prevent, stop, or limit any threats, injuries, or dangers that may arise during their performance of services. The Contractor shall be responsible for any and all intentional torts or damage done or caused by their employees.

Indemnification: The Parties expressly acknowledge that the District is a Michigan general powers school district whose powers are limited to those expressly conferred by law and which may not include the authority to indemnify contractors. To the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this agreement. This indemnification will survive the termination of this agreement.

Insurance Requirements: SEC will be responsible for obtaining commercial general liability insurance or self-insurance for its consultants and employees covering the services provided under this Agreement. Policy limits will be in amounts acceptable to the District, and SEC will provide the District with written evidence of such insurance upon request.

Modification of Agreement: Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment: The parties will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this agreement without the prior written consent of the other party.

Nondiscrimination: The Parties covenant that they will not discriminate against an employee or applicant of 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, marital status, disability, or any other protected class that is unrelated to the individual's ability to perform the duties of a particular job or position. This provision required by law, MCL 37.2209.

Waiver: The waiver by either party of a breach, default, delay or omission of any of the provisions of this agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Severability: In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

Miscellaneous:

- A. **Complete Agreement:** This agreement constitutes the complete agreement between the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.
- B. **Governing Law; Forum:** This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each of the parties agrees that any legal or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in any court of applicable jurisdiction of the State of Michigan, and each of the parties submits to and accepts generally and unconditionally the

jurisdiction of those courts with respect to such party's person and property, and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to each party at such party's address as set forth in this Agreement, or in the manner set forth in this Agreement. Nothing in this Section shall affect the right of any party to serve process in any other manner permitted by law.

- C. Expenses: Except as otherwise specifically provided herein, each of the parties hereto shall pay its respective counsel fees, accounting fees and other costs and expenses incurred in connection with the performance of this Agreement.
- D. Binding Agreement; Successors: This Agreement shall be binding upon, inure to the benefit of and be enforceable by, successors and assigns of the parties hereto, provided that no assignment of this Agreement shall be effective without the express written consent of the other party.
- E. No Third Party Beneficiaries: This agreement is made solely for the benefit of the parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.
- F. No Waiver: The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.
- G. Publicity: The District and SEC recognize that both parties may wish to provide limited publicity about the security services. The District will not use the name trademarks of SEC or any member of the SEC staff in any publicity, advertising or news release without prior written approval of any authorized representative of SEC. SEC will not use the name of the District or any employee of the District in any publicity without prior written approval of an authorized representative of the District.

The parties have entered into this Agreement as of the date signed.

CONTRACTOR:

DISTRICT:

Secure Education Consultants, LLC
a Michigan limited liability company

Okemos Public Schools

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX A – TRAINING

BEHAVIORAL THREAT ASSESSMENT

In Behavioral Threat Assessment Training, your SEC consultant will discuss the need for schools to adopt and implement a comprehensive behavioral threat assessment process -- from the threat assessment tool to identifying the appropriate response to students in crisis. The session includes identification of the appropriate response process, how to identify team members, documentation of support for students in crisis, and integrating threat assessment into the broader framework of school safety and security. This session is 90 minutes in duration.

CRISIS COMMUNICATION STRATEGIES

SEC's Crisis Communication Training provides best practices and effective tactics so your team can provide accurate and timely information to those who need it. When an event or crisis occurs, quick and clear communication helps to ensure all stakeholders have the information needed. Investing the time and effort up front will help you effectively meet your responsibilities and obligations, while protecting your reputational assets. This session is 90 minutes in duration.

DE-ESCALATION TRAINING STRATEGIES

SEC has designed a training course specifically to address a need that has become increasingly prevalent in recent times, the ability to reduce the intensity of a conflict or potentially violent situation. The session provides instruction on how to recognize verbal and nonverbal warning signs of increasing aggression; how to build a rapport; how to manage your emotional reactivity; how to communicate effectively, and more, so that you can handle intense situations with the priority of keeping everyone involved safe. The session is 60 to 90 minutes in duration.

EMERGENCY OPERATION PLANS – TABLETOP EXERCISE

Tabletop training is a discussion-based session simulating a critical incident event led by a senior consultant at your location. The exercise is played out, around a table, with participants responding to the leader's prompts amid the narrative of a critical scenario. Different from a scenario-based training session, tabletop training aims to clarify roles, responsibilities, and resources during an emergency. The leader uses guidelines drawn directly from your emergency plan to reinforce familiarity with related procedures. You can expect discussion-based emergency response training at a controlled pace, exploratory

exercises meant to draw solutions, clear up uncertainties, and identify points for improvement, exercise of the decision-making process, coordination with local first responders and an after-action report. The session is two (2) hours in duration.

INVESTIGATIONS IN SCHOOLS: BEST PRACTICES FOR ADMINISTRATORS

Your SEC consultant will present the essential elements of a thorough incident investigation, detailing the process from beginning to end. Content includes questioning techniques, preservation of evidence, involvement of law enforcement, and basic student rights. Participants will gain the basic skills necessary to conduct an effective incident investigation in a school setting. This training is specifically designed for school administrators, both experienced and novice. The session is three (3) hours in duration and includes scenarios.

APPENDIX B - JOB RESPONSIBILITIES

SEC understands the need to work collaboratively with district leadership and existing security personnel. This list includes the major job responsibilities for the Director of Safety and Security for the Okemos Public Schools. Both parties acknowledge that these responsibilities may change over time as events and circumstances change. Therefore, these responsibilities may be amended at any time upon mutual agreement between the Contractor and the District.

- Assist in developing and implementing security plans for district events and activities.
- Assist with the management and maintenance of ICHAT and employee fingerprint background checks.
- Coordinate with the district communication team on matters involving public discourse and with the media on issues relating to school safety.
- Provide monthly reports to the Central Office Leadership Team.
- Advocate for Okemos Public Schools as it relates to school safety grants and state aid.
- Assist with threat assessment, process, and implementation.
- May attend PTA, school board, and various other community meetings to provide information regarding safety and security issues.
- Represent Okemos Public Schools in security/school safety matters through state and national organizations.
- Develop and implement as part of the new staff orientation process, safety, and security training for all staff before they begin the school year.
- Assist with investigations in conjunction with school and district administration.
- In coordination with building administrators, the position hires and supervises district security staff, ensuring that all personnel are properly equipped to maintain a secure and safe environment for students, faculty, and staff.
- Develop and facilitate safety and training policies and procedures and lead staff training on various elements of security and safety including behavior threat assessment, de-escalation strategies, tabletop exercises, and critical incident response.
- Develop, maintain and modify district safety and security procedures as needed (EOP's, crisis response plans, BOE policy/guidelines, visitor entry, etc.). Collaborate with the board of education regarding health and safety policies as necessary.
- Provide training and assistance to district and building-level administrators in safety and security matters.
- Create building or grade level specific learning opportunities or video training as appropriate.
- Collaborate with district and school leadership on the implementation of site assessment recommendations and other implementation efforts regarding

safety/security.

- Collaborate with district departments (i.e. technology, human resources, etc.) to ensure an efficient process for safety related systems and procedures.
- Serve as the district's liaison and work collaboratively with local law enforcement entities, including the Meridian Township police and liaison officer.
- Serve as the lead of the district's crisis and incident response teams
- Manage state school safety mandates such as emergency drill planning and reporting, emergency operations plan updates and reporting, suicide prevention and Ok2Say.
- Provide guidance and direction related to emergency response and debrief drills and critical incidents as necessary.
- Coordinate emergency training annually: AED, CPR, First Aid, etc.
- Maintain school emergency kits: Stop the Bleed, Go Bags, student rosters
- Develop security and safety plans for events that occur outside the school day and community education functions. Train and provide resources for district and non-district staff that oversee these events.