



STATE OF MICHIGAN  
EXECUTIVE OFFICE  
LANSING

RICK SNYDER  
GOVERNOR

BRIAN CALLEY  
LT. GOVERNOR

August 24, 2012

Mr. Michael P. Flanagan  
Superintendent of Public Instruction  
Department of Education  
608 W. Allegan Street  
Lansing, Michigan 48909

Re: Proposed Agreement between the State of Michigan by its Michigan Department of Education under delegated authority from the Department of Technology, Management and Budget, and the Genesee Intermediate School District

Dear Mr. Flanagan:

I am responding to the request for approval of the proposed Agreement providing IT technical support services by the Genesee Intermediate School District (GISD) for the Michigan Department of Education (MDE). The agreement was signed on July 17, 2012, between the parties. Based on the review from the Attorney General's Office, I am notifying you that I approve the proposed Agreement pursuant to the Urban Cooperation Act (UCA), 1967 (Ex Sess) PA 7, MCL 124.501 *et seq.*

Sincerely,

A handwritten signature in cursive script that reads "Rick Snyder".

Rick Snyder  
Governor

c: Attorney General's Office, State Operations Division

## INTERLOCAL TECHNICAL SERVICES AGREEMENT

The Genesee Intermediate School District (GISD) and the State of Michigan (State), by its Michigan Department of Education (MDE), under delegated authority from the Department of Management and Budget, enter into this agreement (Agreement) under the Urban Cooperation Act, MCL 124.501, *et seq.* The GISD AND MDE are together referred to as the "Parties"

WHEREAS, MDE desires to receive IT technical services for the Michigan School for the Deaf.

WHEREAS, GISD, the Local Public Entity can provide the technical services on a cost effective basis.

WHEREAS, the Revised School Code Section § 627(4) generally authorizes intermediate school districts to provide to constituent districts services that can be accomplished more cost effectively by an intermediate school district, and to charge a fee for such services.

THEREFORE, in consideration of the mutual promises and benefits contained herein, the Parties agree as follows:

### ARTICLE I

#### DESCRIPTION OF GISD SERVICES

1.1 **Description of Services.** GISD shall provide to the MDE, for and generally at the location of the Michigan School for the Deaf, the technical services set forth in Appendix A, including but not limited to the employment and supervision of all incidental business and administrative supervisory and support staff, and all personnel, equipment, supplies and other items, necessary to render the services (collectively the "Services"). Appendix A may, from time to time, be amended by agreement of the Parties.

1.2 **Services Personnel.** GISD shall furnish to MDE the names of all primary personnel to be utilized by GISD in connection with the performance of the Services. Personnel assigned by GISD to perform Services for MDE shall be experienced, fully qualified and certified or licensed as or when legally necessary to perform the Services pursuant to and in conformance with the provisions of the Michigan Revised School Code. GISD represents that it has secured any necessary licenses, approvals and regulatory authorizations to provide the Services.

1.3 **Standard of Services.** GISD shall ensure that the individuals which GISD assigns to perform Services for MDE adhere to professional standards and perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of Services rendered.

1.4 **Background Checks.** GISD shall not assign any employee or agent to perform Services without first conducting employment reference checks and any legally required criminal background checks, and reviewing the results of the same with MDE. MDE reserves the right to refuse the assignment of any employee of GISD to render Services where the employment or any criminal record history or employment references for that individual (including any pending criminal charges) indicate, in MDE's judgment, unfitness to perform Services. GISD is responsible for all costs related to the background checks.

1.5 **Approval of New Subcontractors.** MDE has reviewed and approved by this Agreement the subcontractors currently utilized by GISD to provide the Services under this Agreement. A list of the currently approved subcontractors is provided in Appendix C. GISD may not delegate any duties under this Agreement to a new subcontractor unless MDE gives prior approval to the delegation. The MDE is entitled to receive copies of and review all new subcontracts. The MDE may require GISD to terminate and replace any subcontractor the MDE reasonably finds unacceptable.

## ARTICLE II

### **RELATIONSHIP OF PARTIES**

2.1 **Independent Contractor.** The Parties intend that an independent contract or relationship exist between GISD and MDE, and that nothing in this Agreement shall be construed as being inconsistent with that status and relationship. All individuals which GISD assigns for Services to MDE shall be employees or subcontractors of GISD, and shall never be considered as employees or individual agents or contractors of MDE for any purpose. No such GISD employees or agents are entitled to any of the rights, compensation or other benefits which MDE may provide to its own employees. All systems are the property of MSD and or MDE. GISD only manages the systems under the direction of and on behalf of MSD and MDE. GISD is not responsible for, and shall not be held liable for, the inadequacies or failures of the systems owned by MSD and or MDE.

2.2 **GISD as Employer.** GISD shall be regarded, designated and considered to be the employer with respect to all individuals whom GISD may select and assign to provide Services. GISD shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom GISD utilizes in connection with providing Services.

2.3 **Employment Claims to GISD.** GISD shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of GISD employees designated by GISD to perform the Services.

- (a) These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of Services by GISD employees in connection with this Agreement.
- (b) All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting there from shall be the sole and exclusive responsibility of GISD.

2.4 **Non-Exclusive Services.** MDE does not agree to use GISD exclusively for the provision of Services or otherwise. It is understood and acknowledged that MDE is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance of the obligations of the Parties under this Agreement.

**2.5 GISD Taxation Responsibilities.** GISD shall be responsible for any taxation consequences to it or its employees as a result of GISD engagement under this Agreement. GISD shall be responsible, as legally required, to report as income its compensation received from MDE. GISD shall make, on behalf of itself and its employees, including its employees performing Services, all requisite tax filings and payments to the appropriate federal, state, and local tax authorities. No part of compensation to GISD under this Agreement shall be subject to withholding by MDE for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

### ARTICLE III

#### TERM OF AGREEMENT AND EARLY TERMINATION

3.1 **Term.** This Agreement shall commence on the effective date set forth in Section 8.13 (Effective Date) and remains in full force and effect until at least the expiration date set forth in Appendix B. This Agreement shall continue in full force and effect after the expiration date set forth in Appendix B until either Party provides the other Party with written notice of termination. Such written notice shall be provided at least sixty (60) calendar days prior to the termination date identified in the written notice of termination.

3.2 **Early Termination.** This Agreement may be terminated for any reason by either Party upon sixty (60) calendar days written notice. In the event that this Agreement is terminated, MDE will pay GISD for Services provided up to and including the date set for termination. Any funds remitted by MDE to GISD in excess of the pro-rata charges for Services provided by GISD up to and including the date set for termination will be returned to MDE by GISD. Any such amounts owed shall be paid within thirty (30) days of the date set for termination of this Agreement. Either Party may terminate the Agreement, for cause, by notifying the other Party in writing of the alleged breach of a material duty or obligation under the Agreement and allowing the Party fourteen (14) calendar days to cure such alleged breach. If the alleged breach is not cured, the Party providing Notice may terminate the Agreement.

### ARTICLE IV

#### INVOICE AND PAYMENT

4.1 **Compensation and Payment.** In consideration of the Services provided to MDE by GISD, MDE will pay GISD for Services on the basis and at the rate specified in Appendix B.

4.2 **Invoice Procedure.** GISD shall submit to MDE on the periodic basis, as set forth in Appendix B, an invoice setting forth all applicable charges for the billing interval, itemized generally for Services performed during such period.

- (a) MDE will remit payment on undisputed invoices within thirty (30) days of receipt.
- (b) If MDE disputes the accuracy of any invoice delivered by GISD, MDE shall, within thirty (30) days of receipt, deliver a written notice and explanation of such dispute to GISD. GISD shall meet with MDE to review the invoice and account within ten (10) days.

4.3 **GISD Services Costs.** GISD shall have sole and exclusive responsibility for the following costs and charges attributable to the persons (i.e., who are GISD employees and MDE approved subcontractors) GISD assigns to perform Services:

- (a) All wage and salary compensation.
- (b) All required statutory or contractual pension and retirement contributions.
- (c) All applicable state and federal employment taxes and FICA.
- (d) All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by GISD's employees or agents pursuant to this Agreement.
- (e) All applicable premium costs for insurance coverages and programs applicable to GISD's personnel.
- (f) All expenses whether out-of-pocket or overhead, in providing Services.

## ARTICLE V

### **GISD RESPONSIBILITIES AND INSURANCE**

5.1 **GISD Responsibilities.** GISD shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of GISD employees, agents, or subcontractors in connection with the performance of Services, but shall have no responsibility for the failures and inadequacies of MSD or MDE owned systems.

5.2 **Workers' Compensation.** GISD shall procure and maintain in full force and effect workers' compensation insurance covering its employees while those persons are engaged in performing Services.

5.3 **Minimum Insurance.** GISD shall carry comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect GISD and the MSD employees and agents against liability or claims of liability which may arise out of GISD provision of Services under this Agreement.

5.4 **Insurance Certificates.** GISD shall provide MDE, upon request by MDE, certificates evidencing all coverages and endorsements and including, MDE, employees and agents as additional insured as required hereunder. Failure of MDE to make such request shall not affect MDE's rights under this Article.

5.5 **Waiver of Subrogation.** The GISD releases the State, MDE, other State departments, divisions, agencies, offices, commissions, officers, employees and agents from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

## ARTICLE VI

### COPYRIGHTS/CONFIDENTIALITY

6.1 **Copyright Compliance.** GISD shall advise MDE of any and all programs or materials used or recommended for use by GISD to achieve Services goals that are subject to any copyright restrictions or requirements. In the event GISD shall fail to so advise MDE and as a result of GISD use of any such programs or materials under this Agreement, MDE is found to be in violation of any copyright restrictions or requirements, or if MDE shall be alleged to be in violation of any such copyright right restrictions or requirements of which GISD failed to advise MDE, then the GISD must resolve those copyright related issues.

6.2 **Confidentiality.** GISD shall observe all laws, as well as the policies and directives of MDE, to preserve the confidentiality of the Michigan School for the Deaf records and information, including student education records and student personally identifiable information (Confidential Information), to the extent that GISD (its employees and agents) may access such records or information.

In the event that any such Confidential Information is accessed by GISD or its agents, GISD and its agents shall (i) treat such Confidential Information as it would GISD's own Confidential Information, in conformance with the School Code and other applicable federal and state laws and policies pertaining to unauthorized disclosure, and (ii) if requested to do so, promptly return MDE's Confidential Information.

6.3 **Security Breach Notification.** GISD will mitigate the effects of any breach, intrusion, or unauthorized access, use, or disclosure. GISD must notify the MDE of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within two business days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances.

## ARTICLE VII

### NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES

7.1 **No Employment Discrimination.** The Parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status as required by the Elliott-Larson Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*

7.2 **No Service Discrimination.** The Parties shall not discriminate against any student or other recipient of service under this Agreement due to race, color, religion, sex, national origin, or disability in the delivery of Services rendered under this Agreement.

7.3 **Discrimination as Material Breach.** Breach of obligations recited in this Article shall be regarded as a material breach of this Agreement.

7.4 **Unfair Labor Practices.** The State may void this Agreement, if the GISD or any of its contractors, or subcontractors, appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act.)

**ARTICLE VIII**  
**MISCELLANEOUS**

8.1 **Non-Assignment.** Neither Party may assign this Agreement, nor its rights and duties hereunder, nor any interest herein without prior written consent from the other.

8.2 **Entire Agreement.** This Agreement and any Appendices attached or incorporated by reference, constitute the entire Agreement between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services.

8.3 **Amendments.** None of the terms and provisions of this Agreement or its Appendices A and B, may be modified or amended in any way except by an instrument in writing executed by authorized representatives of GISD and MDE.

8.4 **Non-Waiver.** Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either Party with regard to any subsequent action to enforce the terms of this Agreement.

8.5 **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and shall be effective only upon receipt by the receiving party. Acceptable delivery methods include: hand delivery, email fax with receipt of transmission, or by mail return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan  
Department of Education  
Attention: Janet Laverty  
PO Box 30026  
530 West Allegan  
Lansing, MI 48909  
[lavertyj@michigan.gov](mailto:lavertyj@michigan.gov)  
(517) 373-1967

If to Genesee Intermediate School District  
Superintendent: Lisa Hagel  
2413 Maple Ave  
Flint, MI 48507-3493  
[lhagel@geneseeisd.org](mailto:lhagel@geneseeisd.org)  
(810) 591-4400

8.6 **Severability.** If any provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.

8.7 **Force Majeure.** Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable and respective control of GISD or MDE.

8.8 **Headings and Titles.** Any Article or Section headings in this Agreement are for convenience of the Parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the Parties.

8.9 **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

8.10 **No Third Party Beneficiary.** Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

8.11 **Governing Law.** This Agreement is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

8.12 **Electronic Payment Requirement.** Electronic transfer of funds is required for payments on State Contracts. The GISD is required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

8.13 **Effective Date.** This Agreement is not binding or effective on the Parties until it is approved by the Governor and GISD's governing body and filed with the Secretary of State and the Genesee County Clerk. MDE will advise GISD when the latter filings have been accomplished.

8.14. **Survival of Certain Terms.** Article II, V and VI of this Agreement survive the expiration or termination of this Agreement for any reason.

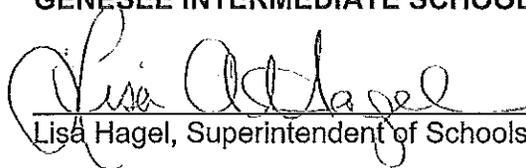
## ARTICLE IX AUTHORIZATION

9.1 **Signer's Representation.** This Agreement has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that s/he is the signatory duly authorized to execute this Agreement on behalf of MDE or GISD, as is respectively applicable.

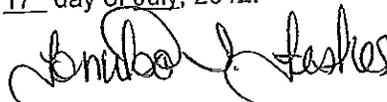
**SIGNATURE PAGES FOLLOW**

**GENESEE INTERMEDIATE SCHOOL DISTRICT**

Dated: 7-17-12

  
\_\_\_\_\_  
Lisa Hagel, Superintendent of Schools

Subscribed and sworn before me this  
17<sup>th</sup> day of July, 2012.



**TOMIKO I. FISHER**  
Notary Public, State of Michigan  
County of Genesee  
My Commission Expires Jan. 23, 2014  
Acting in the County of Genesee

STATE OF MICHIGAN  
MICHIGAN DEPARTMENT OF EDUCATION

Dated: 7-17-12

  
\_\_\_\_\_  
Mike Flanagan  
Superintendent of Public Instruction

APPENDIX A – SERVICES  
GENESEE INTERMEDIATE SCHOOL DISTRICT  
Technical Services  
Management and Oversight of Technical Services for  
Michigan School for the Deaf (MSD)  
2012 – 2013 SCHOOL FISCAL YEAR

Required Services. GISD will provide the following Shared Technical Support Services (STS)

1. Remote Network Administration and Support
2. Local Network Administration and Support
3. Local File Server Administration and Support
4. Local File Server Backup Services Administration and Support
5. Remote Desktop Support (1st Level)
6. Local Desktop Support (2nd Level) 20 hours per week on-site PC technician
7. Local System Administration
8. Remote System Monitoring
9. Management of District Technology Helpdesk
10. Management of GISD Shared Technical Support Staff

The listed services (1 through 10 above) are based on normal operational daily support needs and activities and are covered by the \$80,439.56 per year fee. Optional Services as shown below are available at additional cost and not covered in the \$80,439.56 per year base pricing.

Optional Services. Procurement of software and hardware and other optional services for project based work requiring significant resources beyond the 1 through 10 above (i.e. large-scale implementations, new construction, major migration/ integration, fiber builds, etc.) are within the scope of this contract and will be offered by GISD upon request at additional cost to MDE; MDE must request Optional Services, hardware or software acquisition or other procurements by GISD by a formal quote or statement of work. Optional Services will not commence until written approval is obtained by both GISD and MDE.

Services Not Included.\* Additional Notes: GISD STS support does not include:

1. MSD Student Information Systems (SIS) support
2. MSD Student or Staff email systems
3. MSD Telephone system
4. State of Michigan MSD employee systems (computers, applications, cabling, switches, connectivity, etc.)

\*Included for information purposes

  
MDE Initial

**APPENDIX B – COMPENSATION**

GENESEE INTERMEDIATE SCHOOL DISTRICT  
Technical Services

Management and Oversight of Technical Services for  
**Michigan School for the Deaf**  
2012 – 2013 SCHOOL FISCAL YEAR

\$80,439.56 per year payable quarterly within 30-days of invoice.

This covers the Services identified in Appendix A, which shall commence as soon as practicable after the Agreement is signed by the Governor but no later than 30 days after the Effective Date of this Agreement and shall expire on June 30, 2013, unless otherwise mutually agreed per the terms of this Agreement.

After the initial term, the GISD may request a reasonable increase in annual fees one time annually, effective on the anniversary date of this Agreement. This request shall be provided along with supporting information. This increase request shall be provided to MDE 120 days prior to the anniversary date of this Agreement. MDE shall approve, modify or reject such requested increase with explanation within 30 days of the request.

  
MDE Initial

**APPENDIX C – Approved Subcontractors**

Childs Consulting Associates

Genesee Education Consultant Services

PESG

Reliance One

Wolverine Technical Staffing

Paul Herring – Spectacle Productions

JDL Horizons LLC

B & H Photo – Video Remittance

Brocade Communications

Broaddata Communications

CDW Gov't Inc.

DCSI

Dell

Eaton Corp

Edupoint Educational Systems LLC

Electronic Parts Specialists

Fiber Link Inc.

Inacomp

Innovative Communications

Iron Mountain Off-Site Data

LJS & Associates

Low Voltage Technologies

Measured Progress

Merit Network

Miss Dig

Monster Worldwide Inc.

Paetec Communications

Reliable Delivery

Schoolsopen

Securis Group LLC

Service Express Comp Serv

Steve's TV & VCR Service

Stratacache Corp

Tek Data Systems Co

Thalner Electronic Labs

Two Men and a Truck

Vistaone Corp

William Lawrence & Associates