
SERVICE AGREEMENT

Michelle King Agreement (the “agreement”) is made as of November 9, 2022 by and between Michelle King (hereinafter “Michelle King” or “Contractor”) whose address is 102 Middle Drive, Ypsilanti, Michigan 48197, and **Multicultural Academy** (hereinafter “Client” or “School District”) whose business address is 5550 Platt Road, Ann Arbor, MI 48108.

RECITALS

WHEREAS, the client requires sociology services by a certified school social worker (s) to provide social work services to students within school and building locations determined by the client;

WHEREAS, Michelle King is a provider of social work services;

WHEREAS, the client and Michelle King desire to enter into an independent contractor relationship whereby Michelle King will be engaged to provide sociology services/social work services within those buildings identified by the Client.

Therefore in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Engagement.** The client hereby engages Michelle King and Michelle King accepts such engagement to serve as an independent contractor to provide sociology services/social work services to the students of the Client as set forth in this Agreement, for the consideration and upon the terms and conditions set forth in this Agreement. If a Criminal background/fingerprint request is made, the fee will be invoiced to the Client, since state laws are dictating that each school have criminal results sent to their facilities and Michelle King cannot request these documents.
2. **Relationship.** The relationship between Michelle and the Client shall be that of independent contracting parties. Michelle King shall be self-directed in providing its services under the terms of this Agreement. Michelle King shall determine its own methods and manner of performing the Services under this Agreement within the overall policies established by the Client, as they may be amended from time to time, and within the buildings or the locations designated by the Client. Michelle King at no time represent itself or any of its employees and/or independent contractors, to be an employee, servant, or agent of the Client.
3. **Term.** The term of this Agreement shall commence on September 8, 2023 (the “Effective Date”) and shall expire at the end of the 2023-2024 school year. This Agreement may only be extended or renewed upon the mutual written agreement of the

parties, signed by authorized representatives that both parties listed herein.

4. **Compensation to contractor.** During the term of this agreement, the client agrees to purchase and shower pay Michelle King an hourly rate of:

- a. Fifty (\$50) per hour, for not less than a minimum of two (2) hours each time a social worker is called out to a location for SSW services.

Services provided in excess of the minimums listed above will be charged at the respective hourly rate listed above. In addition, Michelle King will invoice client for any diagnostic protocols, particularly for school psychology testing, as these testing in booklets become direct property of the schools. Michelle King shall invoice the Client every week for services provided, which invoice will include all minimum commitments along with any additional services provided. Clients shall pay each invoice within thirty (30) calendar days of receipt of the invoice. Client further agrees to pay a \$35 fee per month assessed charge on any unpaid invoice of more than 30 days. This assessment shall be compounded and continue as long as any balances remain unpaid to Michelle King, an excess of thirty (30) calendar days.

5. **Insurance.** Michelle King acknowledges and agrees that she shall procure and maintain commercial general liability insurance with a minimum limits of one million (\$1,000,000) per occurrence. Michelle King may, at its option, bring its obligation to insure under this Paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise provided for. In addition, the client agrees to procure and maintain throughout the term of this Agreement a Certificate of Insurance naming Michelle King as an additional insured on a general liability insurance policy with the same minimum limit listed above.

6. **No Authority to contract.** This agreement does not create any partnership, joint venture, joint employment or other similar relationship between the client and Michelle King and Michelle King so I have no authority to commit a client for any contract or obligation.

7. **Non-Solicitation.** The client agrees that it will not solicit, recruit, employ, or contract any employee and or independent contractor with Michelle King Who has provide services to client and/or who has met with anyone within the clients building or any other locations that are in charge of under this agreement. This restriction shall remain in effect

throughout the term of this agreement and shall survive the termination of this agreement, and will continue for one year following the last services provided to client by Michelle King client agrees that Michelle King may not be adequately compensated for damages resulting from a breach of this paragraph, and if such breach occurs by client, client agrees that Michelle King shall be entitled to injunctive relief, specific performance, liquidated damages and amount of \$25,000, and any other remedies available at law or in equity. Non-discrimination. Michelle King should not discriminate against any client students or staff members on the basis of race, color, religion, national origin, sex, age, height, weight, marital status or disability, I am Micgelle King agrees to comply with a federal, state and local laws or ordinances pertaining to non-discrimination

8. Miscellaneous.

- a. Complete Agreement/Modification. 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, agreement, promises, understandings, commitments or other arrangements whether expressed or implied other than those expressly set forth or incorporated herein or made in writing, signed by the authorized representatives of both parties. This Agreement may not be modified unless in writing, signed by authorized representative about the parties.
- b. Governing law: Forum. This agreement shall be governed, constructed, and enforced in accordance with the laws of the State of Michigan.
- c. 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 entity or any 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.
- d. 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 this time thereafter.

e. Severability. If any provision(s) of this Agreement, or its application to any party under this Agreement, is/are determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement.

f. Force Majeure. In the event and to the extent either Party is unable to perform its obligations under this Agreement because of any act of nature, civil disobedience, fire. Flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of facilities, governmental action, or any condition or cause beyond such Party's control, such Party shall be excused from performance of this Agreement; however, any monies out to Michelle King for services rendered to that day, must be paid by the Client.

WHEREFORE, the parties have duly executed this agreement on the day and year executed below.

Signed: *Michelle L. King* Signed *Terry Farha*

By: Michelle King. By:

Social Worker

Date: September 08, 2023 Date: