

**SAGINAW INTERMEDIATE SCHOOL DISTRICT
AGREEMENT FOR SERVICES**

This agreement is made between The Saginaw Intermediate School District (District), 3933 Barnard Road, Saginaw Michigan 48603, and (contractor) _____, (address) _____, (city) _____, (state) _____, (zip) _____, (area code/telephone) _____, (Fax) _____, (e-Mail) _____, (social security number/federal ID#) _____, (the parties).

In consideration of the mutual covenants and promises in this agreement, the parties agree to the following:

1. **SCOPE OF SERVICES.** The contractor shall provide the services listed on Exhibit A to this agreement on the terms and conditions enumerated in this agreement. The contractor shall provide advice and consultation with the district and designated officials of the district where, in the discretion of the district, appropriate.

The contractor shall have no authority as a district agent, except as expressly authorized in Exhibit A, or have any supervisory or “line” authority over the employees in the district.

The contractor shall report directly to the board, the superintendent, or their designee.

2. **INDEPENDENT CONTRACTOR.** It is understood and acknowledged by the parties and the contractor represents to the district that the contractor is an independent business which provides for its own employee withholding for state and federal taxes, its own unemployment and worker’s disability compensation, and all other tax and regulatory requirements, whether federal, state or local, with respect to its business and employees. This agreement shall not be construed to establish any employer/employee or principal/agent relationship between the parties’ employees.

The district shall not be required to provide on premises facilities for the contractor’s work, and the contractor shall not be required to work on the district’s premises, except as necessary to carry out the duties set forth in Exhibit A.

Contractor shall set its own work hours and the district shall have no control or direction with regard to those working hours, except as specifically negotiated and reduced to a writing as a part of Exhibit A. It is understood that the contractor shall set reasonable hours which coincide with the working hours of the district to consult with, or be available to, the board, superintendent and other designated officials for such consultation and/or to carry out the duties set forth in Exhibit A. The district acknowledges that this contract is not exclusive with regard to the services of contractor, and that contract’s services are available, and may be under contract with, other districts, organizations, and the general public.

3. TERM OF AGREEMENT. This agreement shall commence on (date) _____ and shall end on (date) _____. Thereafter the parties may renegotiate any terms of this agreement. In the event either party is satisfied with the terms of the agreement without change, the parties may elect to renew this agreement by a writing, signed by both parties, evidencing their intent to renew. This right to renew may incorporate minor changes to the terms and conditions in Exhibit A, and will extend to each contractual term.

In the event of a reorganization of the district, the successor in interest or successors in interest to the obligations of any such reorganized district may be substituted as a party or as parties to this agreement.

4. PAYMENT TERMS. The terms and conditions of payment to the contractor by the district, for the services listed in Exhibit A, are set forth specifically in Exhibit A which is attached to this agreement. No terms or conditions of payment shall be binding on either party unless set out specifically in Exhibit A or unless amended in writing as permitted by this agreement.
5. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the district from any and all claims of any nature whatsoever for damages including, but not limited to, personal injuries, errors, omissions, and/or property damage which may result from contractor's performance of this agreement. Contractor shall not, however, be liable for the acts or omissions of the school district's officers, agents, or employees.
6. ASSIGNMENT. Contractor shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this agreement without the signed, written consent of both parties.
7. INSURANCE AND BONDING. Contractor shall maintain liability, property damage, and/or errors and omissions insurance and/or bonds in a mutually agreeable amount consistent with custom and practice within the contractor's industry. Contractor shall provide the school district with copies of the referenced insurance certificates or bonds upon demand, and provide the district written notice in the event of a change in insurance or bond coverage. Upon the parties' mutual agreement as set forth in Exhibit A, contractor may be required to name the district as an additional insured upon certain of its policies.
8. CRIMINAL HISTORY RECORDS CHECK. Contractor shall complete a criminal history records check in accordance with State law. All costs associated with such check shall be the responsibility of the Contractor. By way of signature of this Agreement, the Contractor authorizes the District to be the recipient of the results such check(s).
9. BINDING AGREEMENT. This agreement shall extend to and bind the parties and their respective heirs, successors, and assigns.
10. GOVERNING LAW. This agreement shall be in all respects governed by the laws of the State of Michigan.

11. SEVERABILITY. To the extent that any clause in this agreement is found not to be in accordance with Michigan law or otherwise unenforceable, such enforceability shall not affect the other terms of this agreement which shall remain in full force and effect.
12. COMPLETE AGREEMENT. This agreement and Exhibit A attached is the complete agreement of the parties and supercedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be altered or amended only by an instrument in writing, duly executed by the parties' authorized representatives.
13. NOTICES. Any notice required or permitted to be given under this agreement shall be sent by certified or registered mail, postage prepaid, as follows:

SCHOOL DISTRICT: Saginaw Intermediate School District
 3933 Barnard Road
 Saginaw, MI 48603
 Attention: Superintendent
 Telephone: (989) 399-7433

CONTRACTOR:

***CONTRACTOR INFORMATION TO BE COMPLETED ONLY IF ICHAT/MIPSOR REQUIRED:**

Date of Birth (M/D/Y) _____ Race _____ Sex _____

14. CAPTIONS: Captions are provided for the purpose of convenience, only, and shall not affect the interpretation of this agreement's terms.

 Contractor

 Witness

 Administrator, Saginaw ISD

 Director of Finance and Business Operations, Saginaw ISD

EXHIBIT A:

Account # Services will be charged to:

Description of services to be provided:

Description of costs for service:

Total cost for service: