

**AGREEMENT FOR SERVICES BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND LOCAL SCHOOL DISTRICTS**

This Service Agreement made this \_\_\_\_ day of \_\_\_\_, \_\_\_\_ by and between \_\_\_\_ (referred to as “DISTRICT”), organized and operated as a General Powers school district pursuant to and under the terms of Section 11 of the Michigan Revised School Code, having the powers, authority and duties specified therein, located at \_\_\_\_\_, \_\_\_\_\_, Michigan and Saginaw ISD (referred to as “SISD”), an Intermediate School District organized and operated pursuant to Part 7 of the Michigan Revised School Code, located at 3933 Barnard Road, Saginaw, MI 48603.

**RECITALS**

WHEREAS, DISTRICT is engaged in providing public education programs, and desires to engage SISD to provide the services described in Appendix A (the “Services”) in connection with DISTRICT’s programming and service delivery; and

WHEREAS, SISD represents that it has the expertise, training, capacity and qualifications to perform the Services contemplated under this Agreement.

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

**SECTION 1  
DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR –  
RELATIONSHIP OF PARTIES**

1.1 SISD shall provide the Services (including necessary personnel, equipment and materials) pursuant to the terms and conditions of this Service Agreement.

SISD shall provide the Services set forth in Appendix A, including all necessary personnel, equipment, supplies and other items necessary to render such Services.

1.2 Personnel assigned by SISD to perform Services under this Agreement for DISTRICT shall be fully certified, licensed, and approved to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code, the Revised Administrative Rules for Special Education, and the Michigan Teacher Certification Code, if required.

1.3 Pursuant to the requirements of Section 1230 and 1230a of the Revised School Code, SISD shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by SISD to regularly and continuously work in any of the DISTRICT’s facilities or at program sites where DISTRICT delivers educational

programs and services. SISD agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in DISTRICT facilities or program sites (as defined above) if such person 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 MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b (for positions requiring State Board of Education approval or teacher certification); or
- C. Any offense of a substantially similar enactment of the United States or another State; or
- D. Any felony. Provided that with prior written approval of the Superintendent of SISD and of its Board of Education an individual regularly and continuously providing services under this Agreement at SISD facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of SISD, such individual’s presence will not pose a danger to the safety or security of DISTRICT students or employees; or
- E. Any offense that would, in the judgment of SISD, create a potential risk to the safety and security of students served by DISTRICT or employees of DISTRICT.

DISTRICT reserves the right to refuse SISD’s assignment of any individual, agent or employee of SISD to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in DISTRICT’s judgment, unfitness to perform services under this Agreement.

SISD agrees that the costs associated with criminal history checks and criminal records checks required pursuant to the terms of this Agreement and which are accomplished in order to comply with Section 1230 and 1230a of the Revised School Code with respect to SISD’s employees and agents are paid by the assigned staff member.

1.4 In the performance of Services under this Agreement, SISD (its agents, contractors and employees) shall be regarded at all times as performing Services as independent contractors of DISTRICT. Consistent with that status, SISD reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Services Agreement and DISTRICT shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by SISD in providing Services under this Agreement.

1.5 SISD shall be regarded, designated and considered to be the employer with respect to all individuals whom SISD may select and assign to provide Services under this Agreement. SISD 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 SISD utilizes in connection with providing Services under this Agreement.

1.6 SISD shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of SISD's employees or agents designated by SISD to carry out the Services under this Agreement.

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 employees or agents of SISD in connection with this Service Agreement.

All costs (including attorney fees, court or administrative costs, back pay or benefits, judgments, awards, or damages) incurred in connection with the defense of the foregoing matters, any judgments resulting there from shall be deemed a cost of employment. SISD shall make available to DISTRICT which is responsible for any portion of the costs related to the employee all information pertinent to any matter addressed in this section, and shall provide the DISTRICT with a reasonable opportunity for input concerning the matter(s). The DISTRICT shall provide the SISD such information and assistance as is reasonably required by the SISD.

1.7 The parties intend that an independent contractor relationship exist between SISD and DISTRICT, and that nothing in this Service Agreement shall be construed as being inconsistent with that status and relationship. SISD's employees and agents shall not be considered as agents, employees or contractors of DISTRICT for any purpose and no such employees or agents are entitled to any of the rights, compensation or other benefits which DISTRICT may provide to its own employees.

1.8 DISTRICT does not agree to use SISD exclusively for the Services under this Agreement or otherwise. It is understood and acknowledged that DISTRICT 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 Service Agreement.

1.9 SISD agrees that the individuals it assigns to DISTRICT under this Agreement will abide by those policies of DISTRICT which are applicable to performance of Services under this Agreement including, but not limited to, policies pertinent to:

- A. Corporal punishment/physical contact with students;
- B. Non-discrimination;
- C. Child abuse and neglect reporting;
- D. Sexual harassment;
- E. Confidentiality of student records and student record information;
- F. Bloodborne pathogens exposure control;
- G. Administration of medication to pupils;
- H. Communicable diseases;
- I. Alcohol/controlled substance possession and use; and
- J. Copyright

At the inception of this Agreement, a copy of the above policies will be provided to SISD by DISTRICT.

1.10 SISD acknowledges and agrees that it is the sole and exclusive responsibility of SISD to report as income its compensation received from DISTRICT and to make the requisite tax filings and payments to the appropriate federal, state, and local tax authorities. No part of the SISD's compensation shall be subject to withholding by DISTRICT for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. SISD shall be solely and exclusively responsible for any taxation consequences to it or its employees as a result of SISD's engagement under this Agreement. SISD agrees to indemnify and hold DISTRICT harmless from any and all such claims.

1.11 SISD agrees that the individuals it assigns to DISTRICT under this Agreement will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. SISD represents that it has secured the necessary licenses, approvals and regulatory authorizations to provide the services contemplated in this Agreement.

## SECTION 2

### TERM OF AGREEMENT AND TERMINATION DURING TERM

2.1 This Service Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ and remain in full force and effect until \_\_\_\_\_, \_\_\_\_\_.

2.2 This Service Agreement may be terminated for any reason during its term by either party upon a (90) day written notice to the other party.

In the event that this Agreement is terminated during its term pursuant to this provision, DISTRICT will pay SISD for its services performed under this Agreement up to and including the effective date of termination. Any funds remitted by DISTRICT to SISD in excess of the pro-rata charges for services performed by SISD up to and including the effective date of termination will be returned to DISTRICT by SISD. Any

such amounts owed by either party to the other shall be paid within thirty (30) days of the effective date of termination of this Service Agreement.

2.3 Sections 1.6, 1.10, 4 and 5 of this Agreement survive the expiration or termination of this Agreement for any reason.

### **SECTION 3** **INVOICE AND PAYMENT**

3.1 In consideration of this services provided to DISTRICT by SISD under this Agreement, DISTRICT will pay SISD for services rendered under this Agreement as specified in Appendix A.

3.2 SISD shall submit to DISTRICT on a quarterly basis an invoice setting forth all applicable charges for the billing interval, itemized by date and service rendered. DISTRICT will remit payment on undisputed invoices within thirty (30) days of receipt unless specified differently in Appendix B, Compensation.

3.3 SISD shall pay for the following costs and charges attributable to the persons it assigns to provide Services under the terms of this Agreement:

- 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 SISD's employees or agents pursuant to this Agreement.
- E. All applicable premium costs for insurance coverage and programs applicable to SISD's personnel.
- F. All expenses.

The DISTRICT will be invoiced for the above costs associated with this agreement once SISD has paid for the above costs unless specified differently in Appendix B. Compensation.

3.4 If DISTRICT disputes the accuracy of any invoice delivered by SISD, DISTRICT shall, within thirty (30) days of receipt, deliver a written notice and explanation of such dispute to SISD. SISD shall meet with DISTRICT to review the invoice and account within ten (10) business days.

**SECTION 4**  
**LIABILITY AND INSURANCE**

4.1 SISD shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of SISD's agents, employees and subcontractors in connection with the performance of Services under this Agreement.

DISTRICT shall be solely and entirely responsible for its acts and omissions, and sole negligence, or willful misconduct of DISTRICT or its employees or agents.

4.2 SISD agrees to procure and maintain in full force and effect workers' compensation insurance covering its employees while those persons are engaged in performing Services under this Agreement, and shall be responsible for any claim filed under the provisions of the Michigan Workers Compensation Disability Act. SISD agrees to provide DISTRICT, upon request of DISTRICT, with certificates evidencing the required coverage.

4.3 SISD agrees to 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 SISD and DISTRICT against liability or claims of liability which may arise out of SISD's performance under this Agreement. In addition, SISD agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by DISTRICT shall be excess and non-contributory. Not later than ten (10) days from the date that both parties have executed this Service Agreement, SISD shall provide DISTRICT with certificates of insurance evidencing all coverage and endorsements required hereunder if requested by the DISTRICT. SISD agrees to name DISTRICT, and its officers, agents and employees, as additional insured's under said policy of requested by the DISTRICT.

**SECTION 5**  
**CONFIDENTIALITY/COPYRIGHT**

5.1 SISD agrees that it shall observe the policies and directives of DISTRICT to preserve the confidentiality of student records and student record information, to the extent that SISD (its employees and agents) are permitted to access student records or student record information protected by the Family Educational Rights and Privacy Act while performing services under this Agreement.

5.2 SISD agrees that all matters produced by SISD (its employees and agents) under this Service Agreement shall be considered works for hire and shall become the sole property of DISTRICT and cannot be used without DISTRICT's express written consent. DISTRICT shall enjoy all rights, title and interest in said matters, including the

right to secure and maintain the copyright, trademark and/or patent of said matter in the name of DISTRICT.

5.3 SISD shall advise DISTRICT of any and all materials used or recommended for use by SISD to achieve project goals that are subject to any copyright restrictions or requirements. In the event SISD shall fail to so advise DISTRICT and as a result of SISD's use of any such programs or materials under this Agreement, DISTRICT is found to be in violation of any copyright restrictions or requirements, or if DISTRICT shall be alleged to be in violation of any such copyright right restrictions or requirements, Each party to this agreement must seek its own legal representative and bear its own costs, including judgments, if any litigation which may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other in litigation.

## **SECTION 6** **NON-DISCRIMINATION**

6.1 The parties to this Agreement agree not to 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.

6.2 The parties further agree not to discriminate against any student or other recipient of service under this Service Agreement due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered under this Service Agreement.

6.3 Breach of covenants recited in this Section shall be regarded as a material breach of this Service Agreement.

## **SECTION 7** **MISCELLANEOUS**

7.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.

7.2 This Agreement, and any Appendixes or exhibits attached hereto 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 contemplated.

7.3 None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of SISD and DISTRICT.

7.4 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.

7.5 Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business or such other address of which the parties may have given notice.

Unless otherwise specified herein, notices shall be received (a) on the date delivered, if delivered personally, by wire transmission or confirmed facsimile transmission; (b) on the next business day after deposit with an overnight air courier; or (c) three (3) business days after being signed for, if sent by registered or certified mail.

7.6 This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.

7.7 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.

7.8 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 control of the SISD or DISTRICT.

7.9 The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the parties.

7.10 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.



7.11 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.

**SECTION 8**  
**AUTHORIZATION**

8.1 This Service 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 he/she is the signatory duly authorized to execute this Service Agreement on behalf of DISTRICT or SISD, as is respectively applicable.

**SIGNATURES ARE ON THE NEXT PAGE**

**Saginaw ISD**

An Intermediate School District organized and operated pursuant to Part 7 of the Michigan Revised School Code

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Superintendent

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
A General Powers School District organized and operated pursuant to Part 11 of the Michigan Revised School Code

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Superintendent

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**APPENDIX A – SERVICES**  
(Description of services)

**APPENDIX B – COMPENSATION**  
(Total cost for services)

**APPENDIX C – ANNUAL REVIEW**

SISD and the DISTRICT shall meet annually to discuss the terms of this agreement, necessary changes to the agreement, and renewal of the agreement. This meeting hopefully will take place at least 90 days prior to the expiration of the agreement. If the meeting is not scheduled this contract will automatically renew for another term as described in Section 2 of the Agreement of Services.