



Contracted Service Agreement between Lansing School District and Contractor:

- I. **Terms of Agreement:** This agreement shall be effective upon completion of this document, and shall automatically terminate upon any of the following conditions: (a) completion of all responsibilities described in this agreement; (b) the June 30 following the execution of this document (unless renewed in writing); or (c) upon written notice from either party to the other of termination, with 30 calendar days notice.
- II. **Description of Relationship:** The parties intend that an independent contractor relationship shall be created by this agreement. Contractor is not to be considered an agent or employee for any purpose, and is not entitled to any of the benefits that are provided to the District's employees. The District does not agree to use the Contractor exclusively. The Contractor is free to provide similar services to others while he/she is providing these services to the District.
- III. **Liability:** The work to be performed under this agreement will be performed entirely at the Contractor's risk and he/she assumes all responsibility for the risks inherent in the performance of this contract.
- IV. **Non-Discrimination:** The Contractor will not discriminate in terms of providing services under this agreement on any illegal basis, including race, sex, age, height, weight, marital status or handicap. Additionally, Contractor agrees he/she will not discriminate against any employee or applicant for employment with regard to terms and conditions of employment based on statutorily protected status which is unrelated to the individual's ability to perform the duties of a particular job or position.
- V. **Property Rights:** Any and all research or production for named school by Contractor shall be the property of the Contractor and under his/her copyright, and named school may use said materials for its students only and shall not be responsible or obligated for any loss of said materials.
- VI. **Modification:** Any amendment or waiver of the terms of this Agreement is not valid unless such amendment or waiver is in writing and executed by both parties to this agreement.
- VII. **Entire Agreement:** With respect to the services contemplated in this agreement, this document supersedes all previous understandings and agreements, written or oral, between the District and the Contractor and/or their representatives, and constitutes the entire agreement between the parties.
- VIII. **By signing contract, this constitutes a certification by the contractor that the vendor is not suspended or excluded from receipt of federal funds. Additionally, contractors are responsible for not sub-contracting to suspended or debarred parties.**
- IX. **Prior to commencement of services, the Lansing School District may require a criminal history file search as outlined in Public Act 68 of 1993 and Public Act 83 of 1995 at the cost of the contractor.**
- X. **This Agreement shall be interpreted and enforced under the laws of the State of Michigan. The Parties agree that the proper venue for any action to enforce this Agreement shall be Ingham County, Michigan.**
- XI. **Data Sharing Agreement:** The District is legally required to safeguard its students' education records in accordance with the Family Educational Rights and Privacy Act, 20 USC 1232g. Should Contractor wish to access those education records to the extent permitted by law for legitimate educational interests or research purposes, Contractor must enter into the District's Data Sharing Agreement and comply with all applicable disclosure and re-disclosure requirements. In such event, Contractor must request the Data Sharing Agreement and include it as an additional document.

The services described and the terms & conditions are agreed to, and the signatories have authority to make the commitments referred to in this agreement.

Authorized Signor for Contractor / Date

Administrator Signature / Date

Printed Name

Printed Name

Independent Contractor

Street Address

City/State/Zip

E-mail Address

Phone #

Fax #

Independent Contractor's Tax ID / Social Security #

**Have you ever been a part of Michigan
Public School Retirement System?**

Yes

No

Administrator or Contact Person

Administrator/Contact Work Phone #

School(s) / Program(s)

Start Date

End Date

Time(s) of Service

**Will this individual be working in the
school or directly with students?**

Yes

No

Description of Services (if multiple dates, enter here)

Not to Exceed Total Amount

Requisition #

ASN - Account (include % or \$ if multiple accts)

To be Paid:

Payment Method:

Check

EFT/ACH

***Please contact the Purchasing department at purchasing@lansingschools.net for the EFT/ACH form.**

AFTER BOTH PARTIES HAVE SIGNED ABOVE (pg.1), SUBMIT TO APPROPRIATE OFFICE FOR APPROVAL.

Compliance Officer Approval (Grant Funded) / Date

Human Resources Approval / Date

Chief Financial Officer Approval / Date

Live Scan / iChat

Completed

***All sections should be filled out using the fillable form option. If signatures can not be done digitally, then after all is filled out, it may be printed and signed.**

***Contractors must send all invoices to our Accounts Payable department at ap@lansingschools.net for payment to be issued for the services provided.**

Please send completed form to purchasing@lansingschools.net.