



Professional Services Contract/Agreement
Between

Kansas City Kansas Public Schools, Unified School District No. 500 and

(Name of Individual/Organization)

1. Fee: Kansas City Kansas Public Schools (KCKPS) shall pay contractor an annual fee for services required under this agreement of _____ dollars (\$_____). This fee shall be paid in monthly installments of _____ dollars (\$_____) payable on the first business day of the each month commencing on _____.
 - a. This agreement is subject to the terms and provisions of the Kansas Cash Basis Law K.S.A. 10-1101. Specifically, the client is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and made available from any lawfully operated revenue producing source.
 - b. Reimbursement of Expenses: In addition to the fee provided, KCKPS shall reimburse contractor for all expenses incurred by contractor that are attributable or properly allocable to the services provided to KCKPS under this agreement. This may include travel expenses and _____.
2. Term: This agreement shall commence and become effective on _____ (mm/dd/yyyy) and when it is accepted and approved by the Board of Education, and shall end on _____. The term of the Agreement may be terminated before the expiration date pursuant to paragraph 7. Renewal of the contract is based on both parties and should be done annually.
3. Please list other schools you are working within the district:

Please Route ALL Contracts to
Dr. Kelli Mather's office for
Council approval _____
Board Approval _____

4. Provide explanation of services, including but not limited to specific goals that will be accomplished throughout the service and how is it connected to the School Improvement Plan (IIP)?

a. Goal 1:

b. Goal 2:

i. Outcome(s) or the "How" you will accomplish the Goals set forth:

5. Vendor's Responsibility throughout the service:

6. District responsibility throughout the service:

7. Termination Due to Lack of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
8. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration,
9. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
10. Representative's Authority to Contract: By signing this contract, the representative of the contractor hereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

11. Agreement with Kansas Law: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
12. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
13. Responsibility for Taxes: The State of Kansas shall not be responsible for, nor indemnify a contractor of, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
14. Insurance: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish "self-insurance" funds to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101) the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
15. Notice: All notices sent to USD No. 500 must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 500
ATTN: Dr. Kelli Mather
Chief Financial Officer
2010 North 59th Street
Kansas City, Kansas 66104

16. All notices sent to professional services contractor must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

As witness whereof, the parties have duly executed this agreement on the date and year written below. The signatures verify approval of this agreement by USD No. 500 and _____.
(Consultant/Contractor)

BY: _____
Consultant/Contractor

DATE _____

TITLE: _____

BY: _____
USD No. 500 KCKS Public Schools

DATE: _____

TITLE: _____

CONSULTANT AND PROFESSIONAL SERVICES CONTRACT

Consultant

Company Name _____
 Consultant's Name _____
 Address _____
 City, State, Zip _____
 Federal ID or S.S. No. _____
 Telephone Number _____
 W-9 on File at USD 500(Yes/No) _____

School District

Kansas City Kansas Public School
 625 Minnesota Avenue
 Kansas City, Kansas 66101
 District Representative Overseeing Work: _____

Describe service to be performed (including dates of services):

Rate: _____ per _____ Maximum billable amount for above services _____
 (hour, day, etc.)

Independent Consultant Designation: Internal Revenue guidelines discourage consulting services agreements to individuals or organizations that conduct their businesses in a manner consistent with an employer/employee relationship. The answers to the following questions will assist in determining compliance with the Internal Revenue Code. **NOTE:** Not all answers must be "NO" to be considered an independent consultant. Indicate "Yes" or "No" by initialing the appropriate column.

	Yes	No
1) I am an employee of the District?	_____	_____
2) I am required to receive significant district training before commencing work?	_____	_____
3) My work is the same as/very similar to the work of other District employees?	_____	_____
4) The District has complete control over when, where, and how the work is performed?	_____	_____
5) The District has others who assist me in meeting the scope of their work?	_____	_____
6) The scope of work is not for a definite period of time?	_____	_____
7) Is the work to be performed on District property?	_____	_____
8) Is payment based upon the amount of time worked (versus fixed rate for the job)?	_____	_____
9) Is the District required to reimburse expenses related to the job?	_____	_____
10) Does the District provide most of the tools and equipment used by the consultant?	_____	_____
11) Does the consultant have a significant investment in facilities & equipment relative to the contact?	_____	_____
12) Does the consultant spend more than 75% of his/her professional year working on District projects?	_____	_____
13) Does the District have the right to discharge the consultant prior to completion of the scope of work?	_____	_____
14) I correspond and invoice on my own letterhead and have my own business card.	_____	_____
15) I have the right to the means and methods of accomplishing the result.	_____	_____
16) I am not engaged in an occupation distinct from that of the school district.	_____	_____
17) I am not engaged in work that is a regular component of the school district business	_____	_____
18) I supply the facility, instruments, materials, tools and place to do the work.	_____	_____
19) I do not have to have a special skill to provide this service.	_____	_____
20) My opportunity to profit or loss does not depend on my own management skill.	_____	_____
21) I am not paid by the job.	_____	_____
22) I have established an account with the Department of Revenue or other agency that collects taxes	_____	_____
23) I do not have any other customers for my services	_____	_____
24) I have a W-9 form on file with the District at this time (if no, must be submitted)	_____	_____

To Be Completed at Time of Request:

I do declare and affirm that the answers listed above are a true and accurate reflection of the services to be performed by myself (under penalty of perjury).

Requester	Date	Budget Administrator	Date
Consultant	Date	Superintendent (if fee is greater than \$500 per day)	Date

Budget Number _____
 Fund _____ Responsibility _____ Location _____ Function _____ Object _____

Complete the information below upon completion of the services (Copy-Purchasing Dept.).
I certify that above individual performed the duties as outlined. Contract is authorized for payment. Is billing attached? _____

Requester	Date	Budget Administrator	Date
Purchase Order/Contract Number _____		Original Copy to Purchasing	

Directions for Consultant and Professional Services

- 1) Type or legibly print consultant information. The company name, address and federal identification or social security number will be used for I.R.S. information reporting and **must** be supplied.
- 2) Indicate the District Representative who will be overseeing the work of the consultant.
- 3) Briefly describe the services to be performed.
- 4) Identify the remuneration to be received by the consultant. There are three blanks available. The first two relate to work that is paid according to the actual time spent. If applicable, report the dollar amount and time period for the payment. The third blank is for a fixed dollar amount. If all three blanks are completed, the payment will be based upon the lower of actual time spent times the rate or the fixed maximum billing amount. Indicate N/A for any blank that is not applicable.
- 5) The “Independent Consultant Designation” section is used to comply with I.R.S. guidelines relating to whether a person should be paid as an employee or a consultant. Appropriate determination cannot be made without answering these questions. You may need to confer with the consultant before answering the questions or send the form to them and ask that they complete this section.

When answering the question, please initial the appropriate “Yes/No” column. If the consultant is answering the question, please ask that they use their initials to record their answers. In the event the District is audited, follow up can be pursued with the appropriate person.

- 6) Note that an I.R.S. form W-9 must be on file with the District from the consultant before services are to be rendered. Copies of this form can be printed from the internet at www.kckps.org/purchasing.
- 7) Signature lines are available for the requestor, budget administrator, consultant, and superintendent. The only signatures at the time of remittance are the budget administrators and the consultants.

For services having a dollar amount of \$500.00 per day or more, the superintendent of schools must approve. For services a dollar amount greater equal to or greater than \$20,000.00, the Board of Education must approve the contract. The form will be routed to the appropriate people after it is submitted to the Purchasing Department.

- 8) Record the account number to be charged.
- 9) Pages one of the form, with the original signatures, should be sent to the Purchasing Department when complete, including the purchase order number. A copy of the completed consultant form should be retained by the building or department originating the request. If information is incomplete, it will be returned requesting additional information be completed. No commitment should be made to the consultant until the purchase order is issued.
- 10) When the consultant performs the service, the purchase order should be received on line and the invoice submitted to the Accounts Payable Department for payment.