

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
Between Unified School District No. 500, Wyandotte County, Kansas and
_____, **Contractor**

1. **Parties.** This Agreement is made on this ____ day of _____, 20__ between Unified School District No. 500 Kansas City, Wyandotte County, Kansas, (USD No. 500), and _____ (Contractor), with legal address of _____.

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

2. **Mutual Agreement - Independent Contractor.** USD No. 500 retains Contractor to perform services under and as provided in this Agreement. Contractor agrees to serve USD No. 500, under and as provided in this Agreement. Contractor is an independent professional performing services for USD No. 500. As such, Contractor is not an agent or employee of USD No. 500. Contractor will not be entitled, among other things, to share in employee benefits available for regular employees of USD No. 500. Similarly, USD No. 500 will have no obligations with respect to contractor that USD No. 500 may otherwise have, at law, with respect to regular employees. USD No. 500 shall neither have nor exercise any control over the professional judgment or practice of Contractor and its employees.

3. **Term.** This Agreement shall commence and become effective when it is accepted and approved by the parties hereto with _____, 20__ initiation and, shall end on _____, 20__. The term of the Agreement may be terminated before the expiration date pursuant to paragraph 7. The term of the Agreement may be renewed automatically for one (1) year from year-to-year thereafter, unless notice of termination is provided by either party no later than twenty (20) days before the expiration date.

4. **Contractor's Duties.** Contractor shall perform services outlined in Exhibit A attached hereto.

5. **Fee.** USD No. 500 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 each month commencing on _____. Should this Agreement be terminated before the expiration date pursuant to paragraph 7, USD No. 500 shall only be responsible for payments to Contractor for those months in which Contractor competently performed duties under this Agreement.

6. **Reimbursement of Expenses.** In addition to the fee provided in paragraph 5, USD No. 500 shall reimburse the Contractor for all expenses incurred by Contractor that are attributable or properly allocable to the services provided to USD No. 500 under this Agreement. This may include travel expenses and _____.

7. **Right to Terminate.** USD No. 500 may at any time terminate this Agreement, without cause, upon 10 days prior written notice to Contractor. USD No. 500 may immediately terminate this Agreement for failure of Contractor to comply with the terms and conditions of this Agreement. The Contractor maintains the right to terminate this agreement with 10 days written notice provided to USD No. 500.

8. **Professional Obligations.** Contractor shall perform all services under this Agreement in accordance with generally accepted practices and principles of Contractor's profession. This Agreement is subject to the laws, rules, and regulations governing the Contractor's profession imposed by governmental authorities or professional associations of which Contractor is a member. Contractor shall also maintain, at Contractor's expense, comprehensive general liability, malpractice and professional insurance, in amounts not less than _____ dollars (\$_____). Such insurance coverage shall explicitly cover all duties

expressed in paragraph 4 above. Additionally, Contractor agrees that he/she will indemnify and save USD No. 500 harmless from any and all loss, claims, expenses, action, causes of action, costs, attorneys fees, damages and obligations, final or otherwise, arising from any and all acts of Contractor/his/her agents, employees, licensees, resulting in injury to property of USD No. 500 or third parties, arising from Contractor's acts and omissions of the duties set forth in paragraph 4 above.

9. **Kansas Cash Basis Law.** This Agreement is subject to the terms and provisions of the Kansas Cash Basis Law K.S.A. 10-1101. Specifically, USD No. 500 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.
10. **Indemnification and Hold Harmless Agreement.** Contractor shall hold harmless and indemnify USD No. 500, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, caused by any negligent act or omission, willful misconduct, or default of Contractor or of any person, firm, or corporation, directly or indirectly employed by Contractor upon or in connection with its performance under the Agreement.
11. **Assignment.** This Agreement may not be assigned by Contractor without the prior written consent of USD No. 500. Contractor may not delegate Contractor's duties under this Agreement to another without USD No. 500's prior written consent.
12. **Entire Agreement and Modification.** This Agreement contains the entire agreement between the parties. This Agreement may not be modified except by later written agreement signed by both parties.
13. **Confidential Information.** Contractor agrees that they will not disclose or authorize anyone else to disclose or use or make known for Contractor's or another's benefit any confidential information or data of USD No. 500 and/or its students in any way acquired while performing services under this Agreement unless required by law or court order. This includes, but is not limited to, information pertaining to students covered by The Family Educational Rights and Privacy Act (FERPA) and information protected by the Health Insurance Portability and Accountability Act (HIPAA). Contractor shall promptly notify USD No. 500 of all requests or demands for information related to USD No. 500 Contractor receives in connection with any legal, governmental or other proceeding or investigation unless otherwise prohibited by law.
14. **Notices.** All notices sent to USD 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, CFO
c/o _____
2010 N. 59th Street
Kansas City, KS 66104

All notices sent to 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:

For purposes of this section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

USD No. 500:

By: _____
Signature
Title _____

CONTRACTOR:

By: _____
Signature
Title _____