



Professional Services Contract/Agreement
Between

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

(Name of Individual/Organization)

1. The fees and/or expected payment schedule for this service is _____ (hour or day).
 - 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.

2. Term: This agreement shall commence and become effective _____ (mm/dd/yyyy) and when it is accepted and approved by either the Chief Financial Officer or the Superintendent of Schools, and shall end on _____ (mm/dd/yyyy). 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 _____

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. Right to Terminate with a written notice by either party 30 days in advance indicating purpose of termination.
8. Non-Discrimination: the parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability with respect to the obligations under this agreement.
9. Client may cancel contract/agreement without penalty at any time or prior to sixty (60) days before the date of service.
10. 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 2010 North 59th Street
Chief Financial Officer Kansas City, Kansas 66104

11. 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

_____.

BY: _____
Consultant/Contractor

DATE _____

TITLE: _____

BY: _____
USD 500 Kansas City Ks. 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
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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.