

**2008-09**

**BA #37**

Date Issued 8/08

**TO: BUILDING PRINCIPALS, DIRECTORS, CURRICULUM SPECIALISTS, and DEPARTMENT SUPERVISORS**

**FROM: Mark Shepard, Associate Superintendent for Business Affairs  
Dwayne Odvody, Director of Purchasing**

**SUBJECT: CONTRACTING WITH CONSULTANTS AND OTHER SERVICE PROVIDERS**

Agreements with consultants and other service providers shall be completed prior to the actual performance of the service for the District. Advance preparation of an agreement will allow for proper contract authorization and, if necessary, receipt of a properly completed insurance certificate prior to service. **Send completed forms, along with a completed requisition, to Purchasing at least two weeks prior to the commencement of the service being provided.**

**Consultant/Service Provider Forms** are found on the LPS Website.

Contract forms are divided, by dollar amount of contract, into two categories:

- 1) \$500 and less
- 2) More than \$500

### **Use of Forms**

- 1) \$500 and Less (**PR0011**, sample is attached) – This one page form combines the contract and invoice form. The location should obtain information from service provider and complete the top portion of the form (contract). The form needs to be signed by the service provider. Attach the completed form to a BA-80 Requisition and send to Purchasing. The location needs to retain a copy of the completed form.

When service has been received, complete and have the responsible administrator sign the lower portion of the form (invoice) and send to Accounts Payable. If the service provider submits a separate invoice, attach that to the LPS completed invoice.

- 2) More than \$500 (**PR0009 and PR0010**, samples are attached) – The Consultant/Service Provider Agreement form shall be completed prior to service being received. The location should obtain information from the service provider and complete the agreement portion of the form (contract), and **ONLY** the top portion of the Consultant/Service Provider Invoice form. The invoice provides information necessary for setting up vendors. The agreement form needs to be signed by the service provider and the location administrator (District Representative). The District Representative should not sign the lower portion of the invoice until after the service is received. Attach the completed form to a Non-stock Requisition and send to Purchasing. The location needs to retain a copy of the completed forms, but the original must be sent to Purchasing.

The agreement should specifically state services to be provided, dates of service, term of agreement, and the agreed dollar amount. If the District is reimbursing the contractor for expenses, the type of expense and dollar limits (if any) needs to be specifically stated in the "Services" portion of the contract. **NOTE: In general, the contractor should be responsible for their own expenses.**

When service has been received, complete and have the responsible administrator sign the lower portion of the invoice form and send to Accounts Payable. If the service provider submits a separate invoice, attach that to the LPS completed invoice.

### **Additional Considerations**

The attached agreement forms should not be used to contract with current employees of Lincoln Public Schools. All services provided by LPS employees must be paid through the payroll office.

Contractors from outside Nebraska should be made aware in advance of the tax withholding requirements of Nebraska (see PR0009, item 10). This is not a requirement common to all states.



# Lincoln Public Schools

Purchasing Department • 5901 O Street • Lincoln NE 68510 • (402) 436-1750 • (Fax) 436-1758

## CONSULTANT/SERVICE PROVIDER INVOICE/CONTRACT (FOR CONTRACTS OF \$500 OR LESS)

Purchasing Department  
Lincoln Public Schools  
(Substitute IRS Form W-9)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Address must include ZIP code)

Services Rendered: \_\_\_\_\_

(Music for dance, speaker, consultant, magician, dentist, etc.)

Lincoln Public Schools Contact: \_\_\_\_\_ Location/Department: \_\_\_\_\_

Date of Services: \_\_\_\_\_

Amount Due for Services: \_\_\_\_\_

Amount Due for Expenses: \_\_\_\_\_

(Original itemized receipts must be attached)

Social Security Number or Tax-Payer ID Number: \_\_\_\_\_

**Organizational Form:**

Individual    Sole Proprietorship    Partnership    Corporation    Tax Exempt Organization    LLC

I certify, under penalties of perjury, that this is my correct social security number, and that this is a request for full payment for services rendered as stated above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that the person named above has completed the services as stated. Please pay amount shown as payment in full.

District Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Principal/Administrator/Coordinator)

School/Location Name: \_\_\_\_\_

(Send this completed form along with a properly executed and authorized BA-80 requisition to the Purchasing Office, Box 37.)



# Lincoln Public Schools

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## CONSULTANT/SERVICE PROVIDER AGREEMENT (CONTRACTS OF MORE THAN \$500) Purchasing Department Lincoln Public Schools PH: (402) 436-1750, Fax (402) 436-1758

This Agreement, by and between Lincoln Public Schools, Lincoln, NE., hereinafter referred to as the "School District," and \_\_\_\_\_, hereinafter referred to as the "Consultant/Service Provider", is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The parties do mutually agree as follows:

- 1. TERM:** The term of this Agreement shall commence \_\_\_\_\_, shall end \_\_\_\_\_, Unless earlier terminated as provided herein.
- 2. SERVICES AND PAYMENT:** In consideration for the sum of \$ \_\_\_\_\_, the Consultant/Service Provider shall perform services as follows:

**Payment shall be made following receipt of services.** The Consultant/Service Provider must submit a dated, **itemized** invoice of services rendered to the School District. The Consultant/Service Provider and School District shall agree on the form and content of the invoice. **Invoices must be received in the Accounting Office of Lincoln Public Schools by the first or third Monday of each month to be included in the regular payment cycle on the second and fourth Tuesday of each month.**

Any reimbursement for expenses must be pre-approved in writing, included on the invoice and must be supported with copies of the original billing for such expenses. The following reimbursable expenses have been approved:

- 3. WORK PRODUCT, COPYRIGHTS, ETC:** All productions, products, materials, copyrights, processes, or similar works created, directed, produced, prepared or obtained by the Consultant/Service Provider in the course of the performance of this Agreement or any Work Order(s) hereunder, shall be the exclusive property of the School District and will be released, if at all, only by and through the School District. The School District retains the right to copyright any materials, creations, productions or similar items or work produced under this agreement or any Work Order(s) hereunder.
- 4. CONSULTANT/SERVICE PROVIDER STATUS.** It is mutually agreed and understood that the Consultant/Service Provider and its agents and employees shall at all times and for all purposes be deemed to be an independent contractor and not an employee of the School District. It is specifically agreed that the Consultant/Service Provider

shall be required to complete the contracted services such that the work product is of a high quality, of good value to the School District and is completed when and as specified by contract, but shall not:

- (a) be required to work set hours;
- (b) be required to comply with instructions or directions of the School District, except as required to provide the contracted services;
- (c) be precluded from performing services for other schools or companies;
- (d) be entitled to be provided a work space, staff assistance, training, business registration or any required license, or equipment, by the School District; or
- (e) be entitled to quit, without having completed all contracted services, or be able to be terminated, without there being a contract default as provided herein.

**5. EQUAL OPPORTUNITY:** Lincoln Public Schools is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants as well as Historically Underutilized Businesses (HUB), and does not discriminate against any employee or applicant for employment, and/or any contractor or subcontractor by reason of race, color, national origin, religion, marital status, sex, age, disability or sexual orientation. Contractor agrees to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by the Contractor in the performance of the contract.

**6. EXCLUSION OF PERSONS WITH CRIMINAL RECORDS:** Lincoln Public Schools requires that firms agree to not assign any individual or agent to any work on an awarded project, requiring work on a LPS school site, with a criminal record of a serious nature as defined by LPS policy, regulations, practices or directives, including but not limited to any of the following:

- (a) a felony; (b) rape, including statutory rape, or any other sexual assault; (c) sexual conduct with a minor of any kind; (d) abuse of a minor or child of any kind; (e) endangerment of a child or debauching a minor; (f) public indecency; (g) prostitution, pandering, or keeping a place of prostitution; (h) assault or battery (i) kidnapping, false imprisonment or abduction; (j) child pornography; or (k) any offense in which a minor was a victim or a witness. Contractor authorizes and gives consent, and agrees to cooperate in obtaining any additional authorization or consent necessary to assure compliance with this requirement; to actively continue and implement this policy throughout the contract period and to require implementation of this policy by any subcontractors and/or agents involved by the Contractor in the performance of the contract.

**7. INSURANCE AND INDEMNITY, LICENSURE, BACKGROUND CHECKS, ETC:** The Consultant/Service Provider shall provide the School District, if requested, with certificates of insurance coverage naming the School District as an additional insured on the Consultant/Service Provider's general liability insurance. The Consultant/Service Provider further agrees to and does hereby indemnify and hold the School District harmless from any and all liabilities, claims, or causes of action, known or unknown, including costs and attorneys' fees, that may arise from the performance or operation of this Agreement by the Consultant/Service Provider, or its agents and employees.

The Consultant/Service Provider understands and agrees that at the end of the appropriate calendar year, the School District may issue a Federal Form 1099, or such other appropriate form, for the amount paid to the Consultant/Service Provider. The Consultant/Service Provider agrees to pay or reimburse the District, and to indemnify and hold the School District harmless, from any and all amounts, sums, claims, demands or payments which the Consultant/Service Provider or the School District is notified it must or is otherwise called upon to pay the federal government or the State of Nebraska, or any other governmental authority, including sums required to be repaid under any retirement program and including sums which should have been withheld from or contributed in relation to the amounts paid the Consultant/Service Provider (i.e., state or federal withholding or retirement contributions, FICA, and/or withholding contributions), including employer and employee share, and any penalties or interest.

Consultant/Service Provider warrants and represents that it and all of its agents and employees at all times hereunder shall have all proper licensure as may be required by law to perform the services pursuant to this Agreement or under any Work Order. Consultant/Service Provider must execute the attached Personal Disclosure Statement and Background Check Authorization.

- 8. **NONDISCRIMINATION:** The Consultant/Service Provider agrees that it shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, age, marital status, or disability unrelated to such person's ability to engage in the particular work.
- 9. **ASSIGNMENT AND DELEGATION:** This Agreement and the duties may be delegated and the contract assigned by the Consultant/Service Provider with the prior written consent of the School District.
- 10. **TAX WITHHOLDING:** It is understood that the above-named person or entity performing the services is either a self-employed person or an independent contractor and, as such is wholly responsible for compliance with all federal and state laws, regulations, taxes, returns and other obligations.

**Non-Nebraska Residents:** A non-resident who performs personal services within Nebraska may be subject to Nebraska withholding. Per Nebraska law, "Withholding is required when those engaged in business in Nebraska make a payment or payments to the same individual, partnership, or corporation in excess of \$600." Payments totaling less than \$28,000, after allowance for certain expenses, are withheld at 4 percent. Payments of \$28,000 or more after expenses are withheld at 6 percent.

- 11. **AMENDMENTS:** The parties agree that no changes, additions, or modifications to this Agreement may be made except by a written addendum signed by both parties.
- 12. **TERMINATION:** This Agreement and any Work Orders may be terminated by either party without cause at any time upon two (2) weeks written notice to the other party.
- 13. **INTERPRETATION:** This Agreement shall be interpreted in accordance with the laws of the State of Nebraska and shall further be deemed to have been entered into the State of Nebraska.

Social Security Number or Tax-Payer ID Number: \_\_\_\_\_

Organizational Form:					
<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Tax Exempt Organization	<input type="checkbox"/> LLC

**UNDER PENALTY OF PERJURY,** I certify that the number shown above is the number I want to be used for tax reporting purposes.

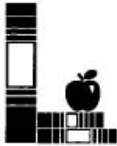
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, to be effective as of the date of its signing.

\_\_\_\_\_  
Consultant/Service Provider

\_\_\_\_\_  
Associate Superintendent for  
Business Affairs  
Lincoln Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Lincoln Public Schools

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**CONSULTANT/SERVICE PROVIDER INVOICE**  
**(FOR CONTRACTS OF MORE THAN \$500)**  
Purchasing Department  
Lincoln Public Schools  
(Substitute IRS Form W-9)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

*(Address must include ZIP code)*

Services Rendered: \_\_\_\_\_  
*(Per Agreement)*

Lincoln Public Schools Contact: \_\_\_\_\_ Location/Department: \_\_\_\_\_

Date of Services: \_\_\_\_\_

Amount Due for Services: \_\_\_\_\_

Amount Due for Expenses: \_\_\_\_\_  
*(Original itemized receipts must be attached)*

Social Security Number or Tax-Payer ID Number: \_\_\_\_\_

**Organizational Form:**

Individual     Sole Proprietorship     Partnership     Corporation     Tax Exempt Organization     LLC

I certify, under penalties of perjury, that the number shown above is the number I want to be used for tax reporting purposes, and that this is a request for full payment for services rendered as stated above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that the person named above has completed the services as stated. Please pay amount shown as payment in full.

District Representative Signature: \_\_\_\_\_  
*(Principal/Administrator/Coordinator)*

Date: \_\_\_\_\_

School/Location Name: \_\_\_\_\_

**Send this completed form, PRIOR TO RECEIPT OF SERVICE, along with a properly executed and authorized BA-80 requisition to the Purchasing Office, Box 37.**

**Send a copy of this invoice (signed by LPS administrator) to LPS Accounts Payable, Box 2 AFTER SERVICE IS RECEIVED.**