

Lincoln Public Schools

Vendor # _____

Purchasing Department • 5905 O Street • Lincoln, NE 68510 • (402) 436-1750 • Fax (402) 436-1758 • purchasing@lps.org

PR0009
Rev. 3/24

CONSULTANT/SERVICE PROVIDER AGREEMENT (CONTRACTS OF MORE THAN \$600)

Purchasing Department
Lincoln Public Schools • Lincoln, Nebraska
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
(As reported for Federal Income Tax purposes and matches Federal Tax Identification number)

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 on _____, and 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. COMPLIANCE WITH LAW AND SCHOOL DISTRICT:** The Consultant/Service Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations affecting Consultant/Service Provider contracted service. The Consultant/Service Provider shall also comply with all School District policies, rules, regulations, practices, administrative directives and procedures along with any and all handbooks, rules, and guidelines applicable to any of the contracted services. For school policy and regulations go to <http://www.lps.org/about/>.
- 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. Consultant/Service Provider authorizes and gives consent, and agrees to cooperate in obtaining any additional background check authorization or consent necessary to assure compliance with this requirement.
- 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.

- 8. NONDISCRIMINATION:** The Consultant/Service Provider must comply with established School District policies, regulations, practices and administrative directives concerning nondiscrimination and use of facilities and 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. Consultant/Service Provider 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 Consultant/Service Provider in the performance of the contract. The Consultant/Service Provider further represents and warrants that it is an equal opportunity employer and actively recruits a well-qualified and diverse staff including minority applicants.

- 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.
- 14. **FEDERAL IMMIGRATION VERIFICATION:** Service provider shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

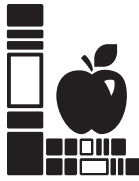
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, to be effective as of the date of its signing.

Consultant/Service Provider

Associate Superintendent for
Business Affairs
Lincoln Public Schools

Date

Date



Lincoln Public Schools

Vendor # _____

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CONSULTANT/SERVICE PROVIDER INVOICE (CONTRACTS OF MORE THAN \$600)

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

Name: _____
(As reported for Federal Income Tax purposes and matches the number listed below)

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)

This is a request for full payment for services rendered as stated above.

Signature: _____ Date: _____

E-Mail: _____ Phone: _____

**Attach this form with the top portion completed PRIOR TO RECEIPT OF SERVICE,
along with any other documentation to your requisition in CORE.**

**Send a copy of this completed invoice (signed by LPS administrator) to LPS Accounts Payable, accounting@lps.org
AFTER SERVICE IS RECEIVED.**

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: _____