

**MILWAUKEE BOARD OF SCHOOL DIRECTORS  
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 2nd day of March 2012, and between MILWAUKEE PARTNERSHIP ACADEMY ("Contractor") and Milwaukee Board of School Directors ("MPS").

**1. SCOPE OF SERVICES**

Contractor shall specifically perform the following tasks:

Support mps in efforts to enhance the quality of teaching and learning in the milwaukee public schools.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor shall provide, at its own expense, all personnel and materials required to perform the services under this Contract.

**2. TERM**

This Contract shall be in effect from Jul 01, 2011, through Jun 30, 2012.

**No work** shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed contract with approval to proceed shall not be compensated pursuant to this contract. Any continuation of the contract beyond this term must be set forth in writing and signed by the original signatories to the contract.

**3. COMPENSATION**

The amount to be encumbered in the first year of the Contract is \$ 100,000.00. Total compensation under this Contract shall not exceed \$ 100,000.00. Contractor shall be compensated for work performed on a EA basis at the rate of \$ 100,000.00.

Milwaukee Public Schools does not pay in advance for services. No Payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

MILWAUKEE PUBLIC SCHOOLS  
FINANCIAL SERVICES, ROOM  
P.O. BOX 2181  
MILWAUKEE, WI 53201-2181

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this contract.

MPS reserves the right to determine its sole discretion (limited by what is commercially reasonable) whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered (limited by what is commercially reasonable).

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual works. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

#### **4. NON APPROPRIATION OF FUNDS**

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the contract.

#### **5. NON-DISCRIMINATION**

In the performance of work under this Contractor, Contractor shall not discriminate in any way against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

#### **6. INDEMNITY**

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts of omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers, and employees against all liabilities, losses, judgements, decrees, costs, and expenses that may be claimed against MPS as a result of granting this contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgement is recovered against MPS in suits of law or equity of any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firm or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgement, not only as to any monetary award, but also as to the costs, attorneys fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgements on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS' negligence for acts, policies, directives that affect the activities covered by this Contract.

#### **7. BACKGROUND CHECKS**

A criminal information background check is required for all persons providing services under this Contract, including volunteers, who (1) provides services in MPS facility(ies) on a regular and ongoing basis or more than 5 hours per week; and (2) come into contact with or have access to MPS students with or without the presence of an MPS teachers or MPS supervisors.

The purpose of this check is to ensure there is nothing that would render the person(s) unfit to perform services under this Contract where there is contact and or access to MPS students. MPS will, in its sole discretion, determine whether there is anything in a background check that would render a person unfit to work in an MPS facility with contact or access to MPS students. MPS shall perform background checks in the state(s) in which the individual resided for at least 6 months in the last 5 years, and was 18 years old or older at the time.

Contractor may perform its own criminal background checks through the Wisconsin Department of Justice Crime Information Bureau ("CIB"). Contractor shall provide the completed criminal background checks to at least 10 days prior to any services being performed pursuant to this contract.

MPS will perform the necessary background investigation at the rate of \$10.00 per person. In the event Contractor chooses this options, Contractor may contact the Office of Classified Staffing at 475-8157 to obtain the necessary forms. Please note that all forms must be filled out and submitted at least 30 days prior to the commencement of the services.

All background checks must be completed prior to the commencement of services under this contract. MPS will NOT be responsible for the payment of any services rendered by the Contractor before the completion of these criminal information background checks.

#### **8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Professional Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in

any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

MPS shall be named as an additional insured under Contractor's general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be given to MPS. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this contract.

### **9. SHIPPING /TAXES**

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include deliver FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoices will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Director Textbook Contract, found on the Milwaukee Public Schools portal (<http://mpsportal.milwaukee.k12.wi.us>) which provides that textbooks ship to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

### **10. IRREPARABLE HARM**

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

### **11. TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

### **12. TERMINATION BY MPS - BREACH BY CONTRACTOR**

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the contract, specifying the alleged violations, and effective date of termination. The contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation within five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

### **13. TERMINATION FOR CONVENIENCE BY MPS**

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days notice, but reserves the right to give immediate notice. If in the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

#### **14. INDEPENDENT CONTRACTOR**

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plan.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agrees to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

#### **15. ASSIGNMENT LIMITATION**

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

#### **16. PROHIBITED PRACTICES**

- A. Contractor during the period of this contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. Contractor shall adhere to MPS' Livable Wage Policy which requires all contractors to pay their employees a minimum of \$7.70 per hour.
- D. No person may enter into this contract for services that the MPS employee would otherwise perform as an employee.
- E. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the Director of Human Resources of her designee.
- F. If the Contractor is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this contract.

#### **17. NOTICES**

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories of this contract, or to their designees.

#### **18. WAIVER**

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

#### **19. INTEGRATION / SEVERABILITY**

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter thereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of contractor's package, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contract or covenants were not contained herein.

## **20. CHOICE OF LAW & FORUM**

The state courts of Wisconsin shall be the sole forum for all disputes arising of this contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by laws of the State of Wisconsin.

## **21. TIMING**

Time is of the essence in this Contract.

## **22. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

The Contractor certifies that neither the Contractor or its principals; the subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Contractor specifically covenants that neither the Contractor or its principals, the subcontractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

## **23. FORCE MAJEURE**

MPS will not be liable to pay contractor for any work that the contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS' reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

## **24. STUDENT DATA**

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. Section 118.125; 20 U.S.C. Section 1232g(b); 34 C.F.R. Section 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

## **25. NON-DISCLOSURE**

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed by MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor and that are related to the services covered under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted; (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during development of the work product covered by this Contract.

## **26. MPS LOGO/PUBLICITY**

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS' Director of Communication and Public Affairs.

## **27. ORDER OF PRIORITY**

Should Contractor and MPS sign Contractor's Contract in addition to this contract, the terms set forth in this Contract shall govern in the event of a conflict.

**28. PUBLIC RECORDS**

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are ~~subject to and controlled by the provisions of WisStat. Section 19.21,~~ the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

**29. HUB REQUIREMENT**

The HUB requirement on this contract is \_\_\_\_\_. Failure to achieve this requirement may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the day, month and year first above written.

**CONTRACTOR**

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

By \_\_\_\_\_  
(Vendor's Signature)

By \_\_\_\_\_  
(Principal or Department Head)

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

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

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

By \_\_\_\_\_  
Gregory E. Thornton, Ed. D., Superintendent of Schools

MILWAUKEE PARTNERSHIP ACADEMY

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

735 W WISCONSIN AVE

STE 710

By \_\_\_\_\_  
Michael Bonds, Ph. D., President  
Board of Milwaukee School Directors

MILWAUKEE, WI 53233

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

Telephone #: \_\_\_\_\_

Requisition #: R184665

Tax ID or SS #: \_\_\_\_\_

Contract #: C016896

Budget Code: SD100MPTCI-EIDU

Vendor ID: V018795

NOTE: BUDGET CODES THAT ARE NOT LOCAL SCHOOL BUDGET CODES, MUST BE APPROVED BY APPROPRIATE DEPARTMENT OR PROGRAM ADMINISTRATOR.

This contract is not enforceable until signed by the Department of Finance. Payment will not be made on any contract not on file in the Department of Finance. A minimum of fifteen business days is required for approval.

Reviewed by Division of Insurance and Risk Management

By \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form and independent contractor status by Department of Finance

By \_\_\_\_\_

Date \_\_\_\_\_

THIS PAGE IS TO BE FILLED OUT AND RETAINED BY DEPARTMENT OR SCHOOL CONTRACTING FOR SERVICES. IT IS FOR INTERNAL RECORD-KEEPING PURPOSES ONLY.

**SUMMARY OF EXPERIENCE FORM**

Name and business address of Contractor (as it appears on tax filings and will appear on their check for payment):

MILWAUKEE PARTNERSHIP ACADEMY  
735 W WISCONSIN AVE, STE 710  
MILWAUKEE, WI 53233

Tax identification number or social security number: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Area of expertise or service being performed under this contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXPERIENCE (Name and addresses of three organizations or individuals who have paid Contractor for similar services within the past five years and approximate dates of the services provided. Prior employment at MPS will disqualify Contractor if for same or similar services as this would be considered reemployment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Education or training which provide Contractor with expertise in the services being provided under this contract (provide name, city and state of education institutions or training centers):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Professional affiliations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Contract Compliance Check List

(This form is to be submitted to Kim Callies in Room 1 with executed contract)

Name & Phone Number of Responsible Administrator : \_\_\_\_\_

Contract Number     C016896\_\_\_\_\_

Amount of Contract   \$100,000.00\_\_\_\_\_

**Bidding Requirements (check one):**

- No bidding required (for contract under \$5,000)
- Three informal bids were obtained (for contract \$5,000 - \$24,999) (please attach documentation).
- Contractor was chosen pursuant to RFP \_\_\_\_\_ (for contract \$25,000 and over).
- A sole source waiver of bidding requirements was obtained (please attach approved sole source waiver)

**Approvals:**

- Board Approval Obtained on \_\_\_\_\_ (for contracts \$50,000 or more).  
Please attach Board item.

**Insurance:**

- I have attached the appropriate insurance certificate, if required.

**Background Check:**

- A background check, if required, has been successfully completed. (Please contact Candice Hoze at 475-8157 to determine whether a background check is necessary and/or to have a background check completed.)

\_\_\_\_\_  
Signature of School Leader/Department Head

\_\_\_\_\_  
Date

**INSTRUCTIONS**  
**PROFESSIONAL SERVICES CONTRACT OVER \$1,000**

**Who Should Use This Form and When?**

The attached Professional Services Contract is to be used for professional services contracted by a school or department which are either complex in nature or which will incur a total cost exceeding \$1,000. Do not use more than one contract to the same individual to circumvent this dollar limit. Complex services include actuarial consulting services, or computer programming or similar services.

This contract format is not intended for clerical services provided by temporary help firms, which are under contract to the District.

**Do not use this form until you have complied with Board's bidding and approval requirements.**

**Bidding Requirements**

For contracts \$5,000 - \$24,999 solicitation of three formal bids meets the bidding requirements.

For contracts \$25,000 and above, a formalized RFP process is required.

**Required Approvals**

For contracts \$10,000 and over require Superintendent approval. Superintendent will approve in his workflow; no signature is required.

For contracts over \$50,000 require Board approval. Contact Jim Wegman if you need assistance with taking an item to the Board.

**When can the Contractor begin services?**

This contract is not a valid Contract until all of the parties listed have approved it as evidenced by their signatures. Please allow sufficient time for review by the Division of Insurance and Risk Management and Department of Finance before services begin.

This is necessary to protect the District from liability.

The Contractor is responsible for employing and paying any assistants necessary to complete the contract. Thus, if you are contracting for a play director, that person is responsible for employing and paying for stage crew, customers, set designers, etc.

**Can current District Employee provide services to the District?**

No current employee may be a part of a Contractor's staff providing services to the District.

While employees may perform supplemental duties for the school or department unrelated to their duties, this cannot be accomplished via a professional services contract. Please refer to the appropriate bargaining unit Contract for an explanation of under what circumstances present employees may perform work unrelated to their job duties and how this may be done.

**Can former District Employees provide services to the District?**

Please contact the Department of Labor Relations.

**Specific Instructions for completing the Contract**

**DATE:**

Enter the date on which the contract is being signed on the first line of the Contract. Also enter the complete business name of the organization being contracted. If an individual who is in business for themselves is being contracted, enter their full name. This name will appear as the payee on the check when the contract is paid. If a different name is to be used, note payee name, as it should appear in parenthesis next to the business name.

**SCOPE OF SERVICES:** Describe the services subject to the contract. The description of the services should clearly describe the task so both the administrator and the Contractor agree as to the requested outcome of the contract. If a series of dates is needed, enter the beginning and ending dates of the period covered by the contract in the space provided.

**COMPENSATION:** Insert the amount for the first year of the contract. This amount will be encumbered against your budget to allow you to better follow its impact against your school or department's budget. If you have a multiple year contract, insert the total amount for all years in the second blank. For example, for a three-year contract, \$20,000 per year the contract should read: "The amount to be encumbered in the first year of the contract is \$20,000. Total compensation under this Contract shall not exceed \$60,000." For a single year contract, the two numbers will be the same.

Describe how you are paying the Contractor, for example, you could pay on an hourly basis at a rate of \$10.00 per hour; a daily rate at \$300/day; a monthly rate at \$500/month; a project basis at the rate of \$50,000; or a project basis at the rate of \$20,000 per phase. Also include the name of the person who will approve the invoices for payment in this section

**TERM:** List the dates of the contract. No services shall begin until the contract has been submitted and approved.

**HUB REQUIREMENT:** If your contract contains a HUB requirement (usually applicable to contracts resulting from RFPs), you should include that in the appropriate space.

**SIGNATURES:** The signatures need to authorized the contract depend upon the budget being impacted. If local school funds or a department's budget is being charged for the contracted services, the school or department administrator needs to sign the contract. The contract does not need to be reaffirmed by an central services authority in these case. If the budget being used to pay for the services is administered by another department, such as Title I or centrally administered exceptional education funds, that department's administrator must sign the contract along with the administrator contracting for the services.

A legal representative of the organization (such as a partner or agent for the organization) or the individual being contracted must include, in addition to their signature, the individual's social security number or tax identification number, the address of the business, and their telephone number when they are not on District premises.

**BUDGET CODE:** Enter the budget codes to be charged when paying for invoices submitted under the contract at the bottom of the contract form. The budget code must have an object code, i.e. ECNS or ECTS.

**CONTRACT COMPLIANCE CHECK LIST:** Fill out and turn this in with your contract. It is intended to assist you in turning in all documents.

**SUMMARY OF EXPERIENCE FORM:** This form should be completed by the Contractor as documentation for your school or department if this information has not been provided to you as part of a Proposal. As well as providing more detail about the organization or individual for your complete assurance of their credentials, it also provides needed documentation for the District should an audit be conducted to verify this contract was with a qualified independent contractor. The Internal Revenue Service may question the independence of certain relationships entered into by contracts.

**WHERE TO SEND THE CONTRACT?** Send the completed contract and the Contract Compliance Check List to the Department of Finance, Account Payable. Do not include the Summary of Experience form but retain it with a copy of the contract for your records.

#### **HOW DO I ENCUMBER FUNDS?**

If the contract is for one year, simply enter the full amount into IFAS's "amount" column when entering the contract. The total dollar amount will be automatically encumbered against the budget code entered by you.

All contracts must be for one year, with an option to renew for up to two additional one-year terms. If the Board has granted authority to contract for multiple years, or if you anticipate renewal of the contract, please ensure that the contract itself reflects the maximum amount of all anticipated years of the contract in section 3, Compensation. This is input into the "account" field in IFAS. You should only enter the amount that will be encumbered in the first year in the amount column and IFAS will automatically encumber that amount. For subsequent years, fill out the contract change form at the beginning of the fiscal year indicating the budget code and how much money is to be spent in that fiscal year, and send the change form to Sandy Vinson, Room 160 (475-8212). For each year a contract change form is submitted, Sandy Vinson will encumber that amount for that fiscal year.

#### **HOW DO I APPROVE PAYMENT?**

After the services have been acceptably performed, you must approve invoices from the Contractor, sign them as authorization for payment, indicate the contract number and submit it to Sandy Vinson, Room 160 (475-8212) for payment. The check will be sent directly to the Contractor at the address entered on the face of the contract. Accounts Payables will issue a check within 10 working days of receipt of a properly submitted invoice (one which includes signature and contract number).