

District Fundraising Information

This information applies to all fundraisers performed by District and School Personnel and Student Activity Fund participants.

PROCEDURES:

Failure to comply with these requirements may prevent you or your students from running future fundraisers.

	Step	Time frame when to have completed	Completed? Yes or No
1	Discuss fundraiser with principal and obtain verbal approval.	4 weeks before fundraiser	
2	Complete Fundraiser Permission Request (form 6740ar).	4 weeks before fundraiser	
3	Forward completed Fundraiser Permission Request (form 6740ar) to appropriate parties.	3 weeks before fundraiser	
	If your fundraiser solicits the school community, the principal must approve the fundraiser.		
	If your fundraiser solicits the Community At Large, then the principal and Superintendent (or superintendent designee) must approve the fundraiser. This includes businesses, advertising and signage.		
4	Send home and collect student permission slips, if students are under 12 years of age.	Have all student permission slips returned before fundraiser starts.	
5	Complete and have signed the Independent Contractor Agreement, if required. If you have any questions regarding this step, please contact the Purchasing Agent.	4 weeks before fundraiser	
6	Complete Criminal Background Check Release Form, forward form to Human Resources and have background check performed. A criminal background check must be performed for any individual who requires payment for his/her services and comes in contact with students. Any questions regarding this step, contact Human Resources.	4 weeks before fundraiser	
7	Obtain completed W-9 form for any new vendor and submit to School Secretary.	4 weeks before fundraiser	
8	Complete Post-Fundraising Report and submit to appropriate parties.	No later than 2 weeks after the fundraiser is completed.	
	If your fundraiser solicits the school community, the principal must receive the Post-Fundraising Form.		
	If your fundraiser solicits the Community At Large, then the principal and Superintendent (or superintendent designee) must receive the Post-Fundraising Form. This includes businesses, advertising and signage.		

BEST PRACTICES:

MONEY COLLECTION – District Cash Handling Procedures apply. The basics:

1. Keep all cash collected in the School vault overnight. At no time should cash or checks ever be kept in a classroom, desk, locker, or personally in your possession after hours or overnight.
2. Checks or cash received for fees, events, fundraising or other school purposes should **never be deposited into a personal bank** account under any circumstances.
3. Checks should never be cashed from the cash awaiting deposit.
4. Purchases or change should never be made from cash awaiting deposits.
5. **Always** give a receipt in return for cash. A receipt can be a pre-numbered slip, a pre-numbered ticket stub, etc.
6. Be sure all checks are written to “[school name] [club name]” - for example, “Bradford Honor Society” and have the student’s name or ID# in the memo field, if applicable.
7. **Keep excellent documentation** to support the amount and purpose of the money collected. Examples are – ticket sales report, copies of pre-numbered receipts given out, list of student and payments. These forms are available on Advisor for District personnel to use.

CHECK REQUESTS –

District office – The Finance Department requires a 3-week advance notice* to cut a check. Checks are cut on Fridays.

School office – Middle and High School offices that cut checks for Student Activity Funds require a 1-week advance notice*.

**These lead times are from the date that all forms with proper documentation and budget manager (or activity advisor) approval is received.*

PROPER DOCUMENTATION IS REQUIRED!

- An original, itemized vendor invoice is required for all vendor checks cut.
- Or
- An original, itemized receipt is required for all reimbursement checks cut. Please obtain a receipt from the participating business(es) to submit with any request for payment or reimbursement.

REMEMBER: The District does not pay sales tax – present the exemption form to purchase tax free.

Under no circumstances can:

- Cash advances to be made for purchases.
- Cash payments to be made for purchases.
- Gift Cards/Certificates to be purchased. Gift cards and certificates are the same as cash.
- Cash prizes to be given out.

POLICY 6740
STUDENT FUND RAISING ACTIVITIES

When authorized by the Superintendent/designee, students may, under adult supervision, raise funds for school-related purposes. Such fund raising shall be conducted as specified under the regulations of the District and shall not be conducted in any manner that would violate state or local ordinances.

Funds raised for the benefit of school groups or organizations, or for school activities, where such groups, organizations or activities are subsidized by District funds, shall be maintained by the District Business Office and shall be disbursed in accordance with established procedures.

Funds raised for the benefit of school groups or organizations, or for school activities, where such groups, organizations or activities are not subsidized by District funds, shall be maintained in separate accounts at the individual school and administered by the principal of each school, who shall make complete and accurate accounting for such funds.

LEGAL REF.: Wisconsin Statutes

Section 103.23 [Participation in fundraising activities by children under 12]
118.12 [Sale of goods or services at schools]

CROSS REF.: 1314, Soliciting Funds From School Personnel
1324, Soliciting Funds From Students
1325.2, Fund Raising by Members of the Public
3280, Gifts, Grants and Bequests
3450, Monies in School Buildings
5126.3, Management of Funds
6700, Extracurricular Activities and Programs
6710, School Organizations
6741, Raffles
WESSAS Accounting Handbook

ADMINISTRATIVE REGULATIONS: 6740, Fund Raising Permission Form

AFFIRMED: December 28, 1990

REVISED: January 29, 2002

RULE 6740
STUDENT FUND RAISING ACTIVITY GUIDELINES

Student fund raising activities shall be classified under two headings:

1. Requests for fund raising within the school by students for the benefit of school groups shall be regulated by the principal as well as the District department administrator, where applicable.
2. Requests for fund raising solicitation from the public shall be analyzed and rejected or approved by the principal as well as the District department administrator, where applicable, and then forwarded to the Assistant Superintendent of Business Services for final approval. Requests of this nature will specify the purpose, type, and duration of the activity involved and shall require the approval of the principal or District department administrator before submission to the Assistant Superintendent of Business Services. The principal or District department administrator shall carefully evaluate the request and shall judge its validity on the basis of the use to be made by the funds acquired, the frequency of requests and shall avoid conflicts with projects of other groups.

A student under the age of 12 will be permitted to participate in a school fund raising activity only with the written approval of his/her parent(s)/guardian. Students under nine years of age must be physically accompanied by an adult or a person who is 16 years of age or older when working in a school fund raising activity.

Accounting for all funds raised shall be maintained in the principal's or District department administrator's office and all funds shall be disbursed in accordance with established operating procedures.

Records of all such activities shall be maintained administratively each year for summation as required. Any fund raising activity within an individual building shall have the specific approval of the principal.

ADMINISTRATIVE REGULATION

ADMINISTRATIVE REGULATION 6740
FUNDRAISING PERMISSION FORM

Name of School: _____

Check One: _____ School Community Fundraising (e.g., pizza, products, car washes,
advertising in programs) - Requires approval of principal
_____ Community at large/business (e.g., advertising, large signs) - Requires
approval of principal and Superintendent of Schools/designee
_____ Raffles - Requires approval of principal and Superintendent and /or
designee; also complies with state law

Fundraising Project: _____

Requesting Organization/Class/Club _____

Number of Sellers/Promoters: _____

Date(s) of Fundraising/Activity/Event: _____ to _____

Supplies/Product/Service/Activity: _____

Cost of Product/Service/Activity: _____

Markup Percentage: _____

Expected Revenue: Gross _____ Net _____

Purpose for which funds will be used: _____

Does item meet USDA guidelines? _____ If not, Exception #1 _____ #2 _____

Will the item create a litter problem? _____ If so, the following remedial steps will
be taken: _____

Signatures: _____

Organization/Club Advisor/Teacher _____ Date _____

Principal Approval _____ Date _____

Superintendent/Designee Approval _____ Date _____

Comments: _____

- Attached is letter to parents regarding the fundraiser and requesting parent permission.
- Attach Calculator Results.
- Keep all Permission Forms/Calculator Results at school for three (3) years.
- Calculator can be found at:
https://schools.healthiergeneration.org/focus_areas/snacks_and_beverages/smart_snacks/product_calculator/



POST-FUNDRAISING REPORT

The reporter must complete all areas shaded in blue. Then print, sign and submit report to appropriate District personnel for review.

LOCATION: (select from drop down)

ORGANIZATION: (select from drop down)



If other, please specify

TYPE OF FUNDRAISING (select : from drop down)

REPORTING REQUIREMENTS: (will be automatically determined based on type of fundraising selected above)

DATE(S) OF EVENT: to

LOCATION OF EVENT(S)

DESCRIPTION OF FUNDRAISING ACTIVITY:

	BUDGET	ACTUAL	OVER (UNDER)
SALES (list item(s) sold):			
<input type="text"/>	\$ -	\$ -	\$ -
<input type="text"/>	-	-	-
<input type="text"/>	-	-	-
Total Expected Sales	\$ -	\$ -	\$ -
COST OF SALES AND OTHER EXPENSES (list):			
<input type="text"/>	\$ -	\$ -	\$ -
<input type="text"/>	-	-	-
<input type="text"/>	-	-	-
Total Expenses	-	-	-
Net Profit (loss) From Fundraiser	\$ -	\$ -	\$ -
Markup	#DIV/0!	#DIV/0!	#DIV/0!

Explain variances between budget and actual:

Quantity Analysis

Quantity Purchased		-	
Quantity Sold		-	
Quantity Returned		-	
Quantity Disposed of		-	
Total		-	

Variance between amount purchased and accounted for		-	
			Explain all variances

Explain variance between quantity purchased and quantity accounted for:

I, the undersigned, have obtained permission to conduct this fundraising activity and have provided an accurate accountability of all monies collected and expended on behalf of the fundraising activity as described above.

Advisor/Teacher/Other Reportee Signature	Date

DATE SUBMITTED TO PRINCIPAL:
Date

DATE SUBMITTED TO SUPERINTENDENT/DESIGNEE:
Date

Reviewed by: **Date**



DONATION INFORMATION SHEET

LOCATION: (select from drop down)

Donation is for: (Check one)

- | | |
|--|---|
| <input type="checkbox"/> Athletics (list) | <input type="checkbox"/> PTO/PTA/Booster Club: (list) |
| <input type="checkbox"/> Fine Arts - District wide | <input type="checkbox"/> Other: (List) |
| <input type="checkbox"/> School/School Classroom | |
| <input type="checkbox"/> Student Activity Fund: (list) | |

DATE OF DONATION:

DONOR'S NAME:

DONOR'S CONTACT INFORMATION:

Street Address

City, State, Zip

Email address

Phone number

DONATED ITEM(S):

	Description	Purpose	Amount*
1			\$
2			\$
3			\$
4			\$
5			\$

Total donations from donor \$ -

* For items other than cash, please provide estimated fair market value.

Per School Board Policy 1400 - Gifts, Grants and Bequests:

"Prior approval of the Superintendent or designee shall be required before such items can be accepted by any District representative. Consideration shall be given to such factors as suitability, appropriateness, safety, repair and replacement costs before gifts, grants or bequests are accepted. Upon acceptance, gifts, grants and bequests from individuals or organizations, shall become the property of the District."

Donor signature Date

Recipient signature Date

Superintendent/designee signature Date

FUNDRAISING PERMISSION FORM

Dear Parent/Guardian:

This letter is to inform you of a fundraiser being held at our school. By signing this form as indicated below, you are giving your child permission to participate. Please be advised that by signing this form you are:

- ✓ Responsible for orders taken by you and/or your child
- ✓ Responsible for any product given to you and/or your child
- ✓ Responsible for all money collected
- ✓ Making sure that payment is made in full, on time
- ✓ If paying by check, only one check will be accepted, no 2 party checks
- ✓ Be advised that if payment is not made to the group holding the fundraiser by the due date, or a bad check is passed*, Collection Services will be contacted and further collection efforts will be taken. Should this happen, a collection fee will be added, and you will be responsible for any other fee incurred such as postage, legal, court, etc. *Presenting a check for fundraisers that is un-collectable is considered theft by definition of the Kenosha Police Department.

My child, _____ has my permission to
participate in the fundraiser at _____ School.

I have read the guidelines above.

Student Name-**Please Print**

Student ID Number

Parent/Guardian Signature

Date

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Kenosha Unified School District
Chief Financial Officer

Federal ID Number: 39-1089927

TO: Wisconsin Vendors
SUBJECT: Sales Tax Exemption
Room Tax Exemption

Kenosha Unified School District, Kenosha, Wisconsin is a public school district not subject to sales tax or room tax within the State of Wisconsin. Questions regarding exempt status should be directed to the State of Wisconsin Department of Revenue, Sales Tax Division. Questions to the District should be directed to:

Tarik Hamdan
Chief Financial Officer
3600 52nd Street
Kenosha, WI 53144
262-359-7984 (office)
262-359-7753 (fax)
thamdan@kUSD.edu

CERTIFICATE OF EXEMPT STATUS
(Religious, Charitable, Scientific or Educational Organization)

Wisconsin Department of Revenue
Income, Sales, Inheritance & Excise Tax Division

Exemption Certificate Number: ES 0353
Date: February 6, 1962

Sales to the below named organization are exempt from taxation under the Wisconsin Sales and Use Tax Law pursuant to Section 77.54 (9a) of the Wisconsin Statutes.

This certificate is valid until revoked by the Wisconsin Department of Revenue.

Kenosha Unified School District No. 1
3600 52nd Street
Kenosha, WI 53144

IMPORTANT:

Sales to your organization are taxable unless you furnish your supplier with the certificate number shown above.

Sales by your organization may be subject to tax.



Illinois Department of Revenue

Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, IL 62702
217 782-8881

January 2, 2010

KENOSHA UNIFIED SCHOOL DISTRICT #1
EILEEN COSS
3600 52ND ST
KENOSHA WI 53144

Effective January 1, 2010, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9935-4241-02
to
KENOSHA UNIFIED SCHOOL DISTRICT #1
of
KENOSHA, WI

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue

Employee/Independent Contractor Checklist



Instructions: Schools/Departments should carefully and accurately complete this checklist *prior to* making any arrangements with an individual*using any independent contractor mechanism (i.e. purchasing contract for services, consulting service etc.) Unless an individual is clearly an independent contractor, he or she should be treated as an employee. The completed checklist should be retained in case of a future audit and a copy should be attached to the contract/agreement when it is transmitted to Accounts Payable for payment. The individual must be treated as an employee if you place a checkmark in any one of the boxes in the first (“Employee”) column in Part I or Part II (Questions 1-6). If you do not have any checks in the “employee” column in Part I or Part II, you should proceed to Part III and Part IV of the checklist. In that case, whether or not an individual should be properly considered an employee or an independent contractor will then depend on a review of the whole context and circumstances. Generally, however, checkmarks in more than one-third of the boxes in the “Employee” column in Parts III and IV combined indicate that the individual should be treated as an *employee*. If you have any questions as to how to classify an individual based on the checklist, you should contact Human Resources at 262.359.6333

I attest that the below information is accurate and complete:

Signature of Person Completing Checklist _____ Department / School / College _____ Date _____

Individual Providing Services _____ Business Name, if any _____ Dates of Service _____

	Employee IC	
Part I:	Yes	No
1. Will the contractor perform functions that are “substantially similar” to functions performed by current district employees? *		
2. Do the parties have a continuing relationship? (For example, being under contract for significant periods of time in the last year and/or entering into multiple agreements or separate engagements with the same individual in the past several years indicates a continuing relationship. Also, if the individual is already a KUSD employee, the answer is “Yes”)		
3. Is the individual providing the primary instruction for a KUSD course/seminar/workshop, for college credit, continuing education credit or non-credit (other than as a guest lecturer for a small portion of a course with a different primary instructor, or as a guest presenter for a small portion of a professional conference?)		
4. Is the individual being hired to perform services for a KUSD department (as opposed to services relating to a particular project for a limit time period)?		
5. If the individual is a teacher or administrator will s/he works under the supervision or direction of a KUSD administrator or other KUSD employee (as opposed to in a collaborative, advisory or consulting capacity)?		
Part II:	No	Yes
6. Is the individual making services available to the general public (e.g. advertises, holds himself as out as an individual for hire), or does the individual provide services under a registered or licensed business name?		
Part III: Will KUSD do any of the following?	Yes	No
7. Tell the individual how, when, or where to do the work (as opposed to relying on the individual’s expertise)? E.g.:		
a. Set specific work hours (e.g. 9-4) or require that a set number of hours be worked (as opposed to allowing him/her to set his/her own schedule)?		
b. Dictate what tools or equipment should be used to complete the project?		
c. Decide who, if anyone, the individual can hire to help with the work?		
d. Determine where the individual can purchase supplies and/or services?		
e. Train the individual in how to perform the work?		
f. Require him/her to attend regular meetings?		
g. Require that the services be personally rendered (the individual cannot hire someone else to complete the job)?		
h. Dictate the order or sequence that the work is performed (as opposed to merely expecting the delivery of the final product)?		
i. Require the individual to submit regular oral or written reports?		
j. Control where the work is performed (e.g. at KUSD) or otherwise require the individual to perform work at a specified location?		
8. Pay, hire and/or supervise any assistants hired to help the individual with the project?		
9. Require the individual to work full-time or devote substantially all of his/her time to the project?		

Employee/Independent Contractor Checklist



10. Terminate the agreement/relationship with the individual at any time and/or without incurring significant liability?		
11. Pay the individual an hourly, weekly, or monthly rate (however, a lump sum can be paid in smaller increments without indicating employee status)?		
12. Pay any of the individual's business and/or traveling expenses (e.g. mileage, phone bills, parking, and conference fees)?		
13. Provide the individual with the tools, materials and/or equipment to carry out the work (e.g. voicemail, office space, a phone, computer, fax machine)?		
14. Employ (as employees) other individuals who are providing services similar to services performed by the individual (the contractor)?		

Part IV:	No	Yes
15. Does the individual have a significant investment in tools/facilities necessary to complete the work (e.g. s/he has a home office or rents office space or owns his/her own equipment)?		
16. Can the individual realize a profit or suffer a loss under the contract?		
17. Is the individual performing more than de mnimis services for clients other than KUSD?		
18. Is the individual receiving an unusually large (indicating expert) or small (indicating token appreciation) amount of pay for the services provided, relative to the time expended?		

****If the answer to question 1 is yes, it is not appropriate to hire a contractor for this work. Contact your HR partner for support in posting it as a KUSD position.***

Status	Finance/Human Resource	Date
Certified as IC		
Certified as EE		

Professional Services Agreement



This Contract is being entered into this _____ day of _____, 20____, and between _____
Kenosha School Board (“KUSD”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

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

2. TERM

This Contract shall be in effect from _____ through _____.

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 \$ _____ Total compensation under this Contract shall not exceed
. Contractor shall be compensated for work performed on a _____ basis at the rate of \$ _____.

KUSD reserves the right to determine in its sole discretion 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.

KUSD does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

3600 52nd Street
Kenosha, WI 53144

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

Unless otherwise specified, KUSD shall not pay invoices submitted more than 60 days after actual work. 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 KUSD officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to KUSD under the Contract, and relieve KUSD of any further obligations under the Contract.

5. NON-DISCRIMINATION

In the performance of work under this Contract, 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 be 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 KUSD determines Contractor has violated this non-discrimination policy, KUSD may terminate this Contract without liability for undelivered services or materials. KUSD may also deem the Contractor ineligible to participate in future contracts with KUSD.

Professional Services Agreement



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 or omissions of its subcontractors. Contractor shall indemnify and hold harmless KUSD, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against KUSD as a result of granting of this contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against KUSD in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, 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, KUSD shall be responsible for defending and paying judgments 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 KUSD' negligence for acts, policies, or 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, that: (1) provide services in KUSD 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 KUSD students with or without the presence of an KUSD teacher or KUSD supervisor.

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 KUSD students. KUSD will, in its sole discretion, determine whether there is anything in a background check that would render a person unfit to work in any KUSD facility with contact or access to KUSD students. KUSD 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. Contractor shall provide the completed criminal background checks at least 10 days prior to any services being performed pursuant to this contract.

KUSD will perform the necessary background investigation at the rate of \$10.00 per person. In the event Contractor chooses this option, Contractor may contact the Human Resources Office 262-359-6333 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. KUSD will NOT be responsible for the payment of any services rendered by 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.

Professional Services Agreement



The minimum limits of insurance required of the Contractor by KUSD 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

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

9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that KUSD is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the KUSD 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 invoice will be deleted and NOT PAID.

KUSD 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 KUSD for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle KUSD 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 KUSD 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 KUSD - 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, KUSD 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 with five (5) days. In the event of termination, KUSD 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 BY KUSD

KUSD 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. KUSD 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 KUSD fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT CONTRACTOR

Professional Services Agreement



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 KUSD' 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 KUSD 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 KUSD on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. KUSD shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to KUSD employees, including any insurance, or pension plans.

Contractor further agrees that KUSD 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 KUSD from time-to-time and further agree to indemnify and hold harmless KUSD 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 KUSD 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 KUSD's Code of Ethics, providing in pertinent part, "[a]n employee of KUSD 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 KUSD."
- C. Contractor shall adhere to the KUSD' Livable Wage Policy that requires all contractors to pay their employees a minimum of \$7.25 per hour.
- D. No person may enter into this contract for services that the KUSD employee would otherwise perform as an employee.
- E. No current or former KUSD employee may perform services on a professional services contract without the prior written consent of the Director of Human Resources or his/her designee.
- F. If the Contract 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 on 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

Professional Services Agreement



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 hereof. 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 packaging, 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 Contracts 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 the laws of the State of Wisconsin.

21. TIMING

Time is of the essence in this Contract.

22. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its 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. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors 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

KUSD 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 KUSD's 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. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If KUSD 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 KUSD may have, KUSD shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, KUSD may bar Contractor from future KUSD 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 for KUSD 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 KUSD or Contractor under this Contract remains the property of KUSD 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, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Professional Services Agreement



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

26. KUSD LOGO/PUBLICITY

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

27. ORDER OF PRIORITY

Should Contractor and KUSD 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 conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist 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.

Contractor (Print) _____ Hiring Manager (Print) _____

Contractor (Sign) _____ Hiring Manager (Sign) _____

Address: _____ Date: _____

City: _____ Budget Manager (Print) _____

State: _____ Budget Manager (Sign) _____

Zip Code: _____ Account Code: _____

Date: _____ Date: _____

FEIN: _____

Payment will not be made on any contract not on file in Purchasing.



Kenosha Unified School District
Office of Human Resources
3600 52nd Street Kenosha, WI 53144
Phone (262) 359-6333 Fax (262) 359-6116
Website: www.kusd.edu Email: personnel@kusd.edu

CRIMINAL BACKGROUND CHECK PROCEDURES

At the March 22, 2016 Board of Education meeting, the Board adopted a revised policy 4332 regarding criminal background checks. The policy reads in part:

“A criminal background check shall be conducted for all persons recommended for employment as administrators, teachers, other certified employees, substitute teachers, and all other non-certified employees, including but not limited to substitutes, service employees, educational assistants, secretarial/clerical staff, educational interpreters, carpenters/painters, part-time/temporary, miscellaneous, advisors and coaching assignments.

Likewise, a criminal background check shall be conducted on any persons who have District approved access to children in supervised or unsupervised settings before they will be allowed to come in contact with students. This includes, but is not limited to, chaperones, volunteers, tutors, mentors and independent contractors. A background check may be conducted on board- or administration-appointed standing committee or ad-hoc committee members who may come into contact with students in supervised or unsupervised settings.”

The procedures below are to be followed:

- 1.) All individuals as outlined by Board Policy 4332 must complete a Criminal Information Records Check Permission Form.
- 2.) Completed forms must be submitted to the Office of Human Resources at least one week prior to individuals having access to students.
- 3.) Conviction records and/or pending criminal charges will be provided to and reviewed by the Office of Human Resources administrators.
- 4.) Convictions and/or pending charges involving drugs, violence/weapons, sex crimes, and other relevant areas as applicable will be reviewed.
- 5.) If it is determined that a conviction(s) and/or pending criminal charge would prevent an individual from being hired or having access to children in a supervised or unsupervised setting, the Office of Human Resources will contact the Principal/Hiring Manager and notify the individual.



Criminal Information Records Check Permission Form

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Kenosha, WI 53144

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Website: www.kUSD.edu

I, the undersigned, agree to permit the Kenosha Unified School District to perform a Criminal Information Records Check. I understand that my appointment to a position, my ability to participate as a District volunteer/chaperone, and/or my agreement to perform services as an Independent Contractor in the District will depend upon the results of the Criminal Information Records Check, in accordance with the Kenosha Unified School District Board Policy and the Office of Human Resources. I also understand that the District will not be responsible for any loss or damage to my personal property.

I hereby authorize procurement of consumer report(s) and investigative consumer report(s) by the District. I understand that I have rights under the Fair Credit Reporting Act and that the Summary of Rights can be found at www.consumerfinance.gov/learnmore.

Last Name		First Name		Middle Name	
Aliases / Maiden Name / Other Names Used (if applicable)				Date of Birth	
Email				Social Security Number	
Current Mailing Address		City		State	Zip Code
Name of Student Whose Class You Will Be Volunteering / Chaperoning In (if applicable)				Location / School	
Signature				Today's Date	

The Kenosha Unified School Districts' Board of Education Policy 4332 reads in part:

"A criminal background check shall be conducted for all persons recommended for employment as administrators, teachers, other certified employees, substitute teachers, and all other non-certified employees, including but not limited to substitutes, service employees, educational assistants, secretarial/clerical staff, educational interpreters, carpenters/painters, part-time/temporary, miscellaneous, advisors and coaching assignments.

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The Kenosha Unified School District is an Equal Opportunity Educator/Employer with established policies prohibiting discrimination on the basis of age, race, creed, religion, color, sex, national origin, disability or handicap, sexual orientation, or political affiliation in any educational program, activity or employment in the District. The Superintendent of Schools/designee (262) 359-6320 addresses questions regarding student discrimination and the Director of Human Resources (262) 359-6333 addresses questions regarding staff discrimination.

HUMAN RESOURCES USE ONLY

<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved		Human Resources Signature	Date
Notes			