



Kansas Traffic Incident Management (TIM) Program Contract Instructor Terms of Service

The Kansas Fire and Rescue Training Institute (KFRTI), a division of University of Kansas Professional and Continuing Education, is administering the Kansas Traffic Incident Management (TIM) Program. KFRTI is interested in identifying qualified contractors to teach Kansas TIM courses. The undersigned is applying for inclusion in the qualified contract instructor pool in order to be eligible to offer contracted course services for the Kansas TIM Program as a Contract Instructor. Entry into this bidding pool does not guarantee a contract award to any particular Contract Instructor. Compensation and travel expense rates are subject to KFRTI and State of Kansas policies and procedures.

The undersigned, Contract Instructor, agrees and acknowledges that the following Terms of Service will apply for all contracted course services, which together with the University's standard Contractual Services Form, establish the parties' contractual arrangement:

TERMS OF SERVICE

1. Contract Instructor shall provide instruction for contracted courses in a professional and competent manner and perform instruction in conformance with FST standards.
2. During the performance of any contracted course, Contract Instructor shall not discriminate on the basis of race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression, and genetic information and retaliation in KFRTI programs and activities.
3. Contract Instructor shall adhere to and teach the proscribed TIM curriculum (4-hour version date 11/22/16 or later) for all assigned courses. Contract Instructor shall complete and return to KFRTI all prescribed documentation related to contracted course services.
4. Contract Instructor agrees to follow the guidelines, rules, policies, and procedures addressing the delivery of training and other services to participants of the TIM Program as prescribed by the Kansas TIM Program guidelines. Any advising of course participants on technical or other issues that does not pertain to approved TIM course materials is outside of the scope of the contracted services.
5. During the performance of any contracted course services, Contract Instructor shall comply with all applicable laws, regulations, and policies of the State of Kansas, the Kansas Board of Regents and the University of Kansas.
6. Contract Instructor shall be responsible for proper use, care, and return of all equipment, supplies, and resources entrusted to the Contract Instructor by KFRTI.
7. Contract Instructor is an independent contractor and shall not act as an agent of KFRTI, the University of Kansas, or the State of Kansas, nor shall Contract Instructor be deemed to be an employee for any purposes whatsoever. Contract Instructor shall not enter into any agreement or incur any obligations on KFRTI's behalf, or commit KFRTI in any manner without KFRTI's prior written consent.

8. Nothing contained in these Terms creates nor shall be construed as creating a partnership, joint venture, or any agency relationship between the parties. University of Kansas and the State of Kansas withhold and report Federal and State taxes as required by law. Contract Instructor shall be responsible for all workers' compensation, liability, automobile, and health insurances, benefit plans, and taxes. Contract Instructor agrees to provide KFRTI with a completed IRS Form W-9 upon request.
9. Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify Contract Instructor for any liability whatsoever.
10. KFRTI may terminate Contract Instructor services at any time; payment will only be for services rendered up to the date of termination.
11. All matters arising out of or related to the contracted course services and these Terms, shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue shall reside only in courts located in the State of Kansas.

I fully accept the responsibilities and obligations of the Terms of Service: _____
Instructor Signature

Instructor Name (Print): _____

Affiliation - Law: _____ Fire: _____ EMS: _____ Other: _____

Organization (member of): _____

Preferred Mailing Address: _____

City: _____ State: _____ Zip: _____

Day Phone: _____ Work Phone: _____ Cell: _____

Review Date: _____ Approval: _____

(This agreement must have the completed Federal W-9 form attached)