

6/12/2020

Morongo Unified School District
Business Services Division

REFERENCE MANUAL



CONSULTANT CONTRACT AGREEMENT PACKET

**NOT TO BE CONFUSED WITH PUBLIC
WORKS/CONSTRUCTION CONTRACTS**

EXAMPLES: CONSULTANT vs CONSTRUCTION

Consultant Contracts

(template can be found on MUSD website “Staff Resources/Staff Documents”)

EXAMPLES:

- Entertainers/Performers
- Professional Development Providers
- Student Evaluators/Assessments
- Art/Afterschool Programs
- Motivational Speakers
- Basically, Any Professional Providers Other than Construction/Public Works

Questions can be referred to the Business Office (x 4251).

Construction/Public

Works Contracts (follow Project Request Form process)

EXAMPLES:

- Painting & Decorating/Murals
- Wall Wraps
- Signage
- Cabinet/Millwork/Carpentry/Tile
- Moving/Demolition
- Landscape/Environmental

Questions can be referred to the Purchasing Department (x4260) and/or Maintenance & Operations (x4231).

1. PAST Practices vs PRESENT Practices
2. Starting the Contract Agreement Process
3. Contract Agreement Packet
4. Required Forms or Other Documentation
5. Discuss Scenarios/Q&A's

PAST TEMPLATE



- Former district template was approximately 2-3 pages.
- The Business Office receives requests for services in multiple formats: District template, ABC Co.'s template, or requisitions for Consultant Services without a contract agreement.
- Documents such as agreements, W9's, insurance, etc. would be submitted separately or not at all. We're discovering: - Consultants either don't have insurance and/or have the extreme minimum, regardless, not meeting new district requirements - No Data Privacy Policies, No Data Breach Policies, Technology Compliance, No DOJ Clearance. So What? What does that mean? Besides Causing DELAY to the requisition process, our District, Staff, and Students become **Vulnerable to RISK!**
- We started to take the Proactive approach by assessing what the possible risks might be? What standard terms are we missing here? "What should we be asking ourselves NOW not LATER when it might be too late?"
- Our Goal is to minimize Risk and prevent delays. We are putting a process in place and making the attempt to pull everything under one umbrella ☺

**MORONGO UNIFIED SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT made and entered into on _____, by and between the Morongo Unified School District, hereinafter called "DISTRICT" and _____, hereinafter called "CONSULTANT".

RECITALS

WHEREAS, CONSULTANT is specifically skilled, trained, experienced, and competent to render the services and advice described in Article 1 of this agreement and DISTRICT requires these services; and

WHEREAS, DISTRICT is unable to obtain the services and advice described in Item 1 of this agreement at no cost from public agencies;

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree as follows:

1. **Services to be Provided by Consultant**
 - A. CONSULTANT agrees to render the following on the dates and times herein stated in accordance with directions stipulated by the DISTRICT or a person delegated by it:

Site: _____
Date: _____
Description: _____
 2. DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary to the performance of CONSULTANT'S work under this agreement.
 3. **CONSULTANT'S Fee and Payment Thereof**
 - A. The DISTRICT agrees to compensate the CONSULTANT as follows for services rendered:
 - B. In addition to the above, the DISTRICT agrees to compensate the consultant only for the following authorized expenses (if none, enter "NONE"):
 - C. DISTRICT will not withhold federal or state income tax deductions from payment made to CONSULTANT under this agreement, but will provide CONSULTANT with a statement of earnings at the conclusion of each calendar year.
 - D. DISTRICT will provide CONSULTANT with "Request for Payment" form which CONSULTANT will use to request payment under this agreement. This form must be returned to DISTRICT and must include CONSULTANT'S signature and social security number or tax identification number.
 4. **Successors and Assigns**
5. This agreement shall not be assignable except with the written consent of the parties hereto.
Hold Harmless
CONSULTANT hereby agrees to save and hold harmless DISTRICT and its departments, agencies, officers or employees from all sums which DISTRICT or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by CONSULTANT and caused by any error, omission or act of CONSULTANT or any person employed by him or her or any others for whose acts CONSULTANT is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.
6. **Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement**
 - A. If at any time during the performance of this Agreement, DISTRICT determines, at DISTRICT'S sole discretion, that CONSULTANT'S services are or have become unsatisfactory, or if at any time during the performance of this agreement, DISTRICT determines, at his sole discretion, to suspend indefinitely or abandon the work under this Agreement, DISTRICT shall have the right to cancel this Agreement and terminate the performance of CONSULTANT'S services hereunder. In the event of such cancellation, DISTRICT shall give written notice to CONSULTANT of its intention to cancel two (2) days in advance of the effective date of the cancellation.
 - B. If the cancellation is for unsatisfactory performance, DISTRICT shall be obligated to pay CONSULTANT only for those services deemed by DISTRICT to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of DISTRICT'S decision to suspend indefinitely or abandon the work under this agreement, DISTRICT shall be obligated to pay CONSULTANT only for those services performed by CONSULTANT through the effective date of cancellation or termination.
7. **Special Provisions**
 - A. CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to such work. CONSULTANT shall provide workers' compensation insurance or self-insure his or her services.
 - B. If CONSULTANT is an individual, he or she shall complete the certification block on the "Request for Payment" form provided by DISTRICT stating whether or not CONSULTANT is a retired member of the State Teacher's Retirement System of the State of California.
 - C. It is mandated that no compensated person may have contact with students until a clearance from the Department of Justice has been obtained.

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

MORONGO UNIFIED SCHOOL DISTRICT
By: _____ Sharon Flores, Assistant Superintendent Date: _____

CONSULTANT
By: _____ Date: _____

PRESENT TEMPLATE

“KEEPING UP WITH THE TIMES”



- Template is now a 15+ pages. Work in Progress document – as times change, so will its contents. Keep in mind, the primary goal is to protect students/staff/district while still providing positive learning experiences for the success of our students. Some information contained in this new & improved template may or may not be necessary for each and every Consultant but covers areas across the board.
- We are not only working to close the vulnerability gap but we are working hard to prevent delays in the requisition process by gathering much needed information in contract “packet” form (**prior to the requisition process**). It’s also important for the district to remain compliant by maintaining proper documentation. This new and improved template allows us to stay consistent and organized. It provides versatility and protection for the district. In order to be versatile, we had to make it somewhat comprehensive.
- By utilizing this packet, prior to Consultant services, we are clarifying the following: Insurance Requirements, ABI 584 Technology Compliant, W9, DOJ Certification, Indemnification/Hold Harmless, Sub-Contracting, Family Educational Rights and Privacy Act (FERPA), and much more.
- Your site will be asked to complete the Contract Agreement Packet (with your Consultant if needed). The Business office will be available to answer any questions and provide assistance. The coversheet/checklist to the agreement is a great tool to keep you organized.

PROCESS

- *Step #1 - Determine if a contract agreement is needed*
- *Step #2 – Download the Contract Agreement Packet located on MUSD website “Staff Resources/Staff Documents”*
- *Step #3 - Contact Deb Manna x4251 to determine Insurance Requirements for your Consultant*
- *Step #4 - Sites should complete contract agreement (with Consultant’s input if needed), obtain Consultant’s signature, and email complete packet along with required documents to Deb Manna, at least 4 weeks prior to the start of services to allow time for district review & approval. Be sure to obtain your Consultant and Principal signatures. Insurance and other backup documents will be reviewed by the Business Office when the full packet is submitted.*
- *Step #5 - Once signed by the Asst Supt of Business, a complete copy of the agreement will be emailed back to you and your Consultant so that you can begin the requisition process. Remember to attach a copy of your signed contract agreement to your requisition.*

Please note: Services cannot begin until this agreement is fully executed (and your requisition is in place).

SAMPLES OF ATTACHMENTS WE LOOK FOR IN ADDITION TO YOUR AGREEMENT?

In addition to your contract agreement **completed in full**, we will be looking for attachments such as these:

Always Required

ACORD CERTIFICATE OF LIABILITY INSURANCE

INSURED: MORONGO UNIFIED SCHOOL DISTRICT
 5715 Utah Trail PO Box 1209 Twentynine Palms 92277
 Phone 766679191 ext#251 Fax 766 367 2512

COVERAGES:

TYPE OF INSURANCE	GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY	PERSONAL AND AUTO LIABILITY	UM/ELL	WORKERS COMPENSATION
1	2	3	4	5	6

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date, notice will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER: Morongo Unified Sch Dist
 PO Box 1209
 Twentynine Palms, CA 92277

Required for Anyone Having Possible Student Contact



**Morongo Unified School District
 Business Services**
 Office of the Assistant Superintendent
 5715 Utah Trail PO Box 1209 Twentynine Palms 92277
 Phone 766679191 ext#251
 Fax 766 367 2512

CONTRACTOR/CONSULTANT/VENDOR CERTIFICATION

I, _____, am (an authorized representative of/doing business as) _____ (Name of Contractor/Consultant/Vendor) and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Morongo Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice ("DOJ") as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code Section 45125.1, attached hereto and incorporated herein is a list of the names of the person(s) who will be providing services to the Morongo Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify the Morongo Unified School District of any additions/deletions as they occur.

Name _____ 4-digits of SSN or full CDL# _____

(Attach additional page if necessary)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 201____, in San Bernardino County, California.

Name of Contractor/Consultant/Vendor _____

Name/Title of Authorized Representative _____

(Signature)

Required for New Cons./Vendors

Form W-9 Request for Taxpayer Identification Number and Certification

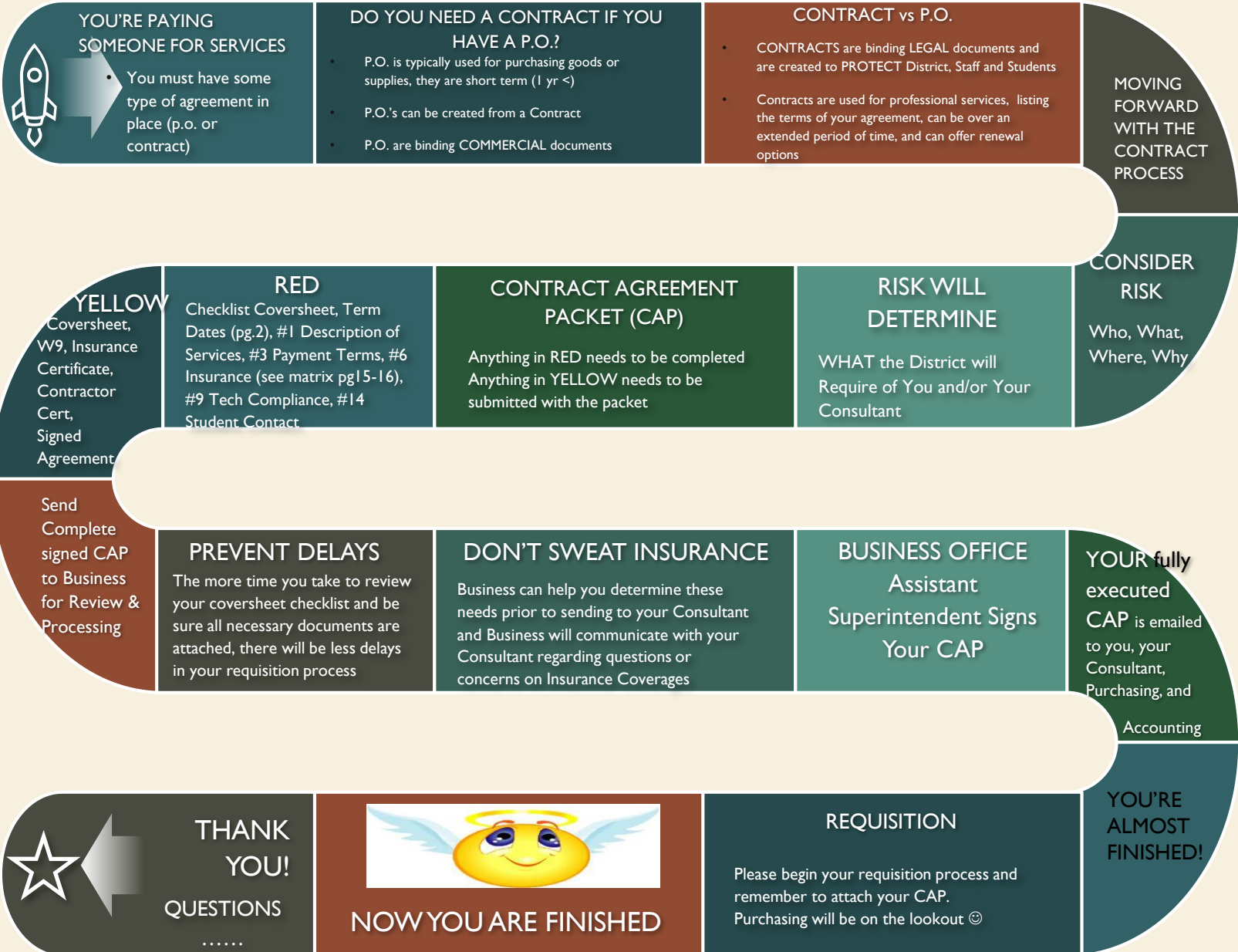
Business name/dispatched entity name: Morongo Unified School District

Taxpayer Identification Number (TIN): 92-2770000

Certification: I am a U.S. citizen or other U.S. person and I am exempt from FATCA reporting to a court. I am not subject to backup withholding.

CONSULTANT/VENDOR agrees to name California Schools Risk Management-JPA and Morongo Unified School District, its officers, agents and employees as additional insured.

CONTRACT AGREEMENT CHEATSHEET #1



CONTRACT AGREEMENT CHEATSHEET #2

FUNDRAISING EVENTS TAKING PLACE ON SCHOOL PROPERTY		Agreement Contract or MOU	Use of Facilities Form	Fundraising Cover letter and Forms for Board Approval	Certificate of Insurance	Hold Harmless Waiver/ Permission Slip (for adult/minor participation in an activity)	Contractor Certification (if Consultant will be on school property during the school day)	License or Certificates (if applicable)
Consultant/Vendor Services Required	NO		✓	✓		✓		
	YES	✓	✓	✓	✓	✓	✓	✓

CONSULTANT SERVICES SUCH AS ENTERTAINERS/PERFORMANCES, STUDENT EVALUATORS, PROFESSIONAL DEVELOPMENT, etc. or other NON FUNDRAISING EVENTS		Agreement Contract or MOU	Use of Facilities Form		Certificate of Insurance	Hold Harmless Waiver/ Permission Slip (for adult/minor participation in a activity)	Contractor Certification (if Consultant will be on school property during the school day)	License or Certificates (if applicable)
For Professional Services under \$1,000	On School Property (in or out of school time)	If Consultant provides Agreement, Business Office will review and require these additional forms	✓		✓	✓	✓	✓
For Professional Services \$1,000 and above		Please send completed Consultants Agreement Packet to Business Office for review	✓		✓	✓	✓	✓

All Volunteers, including but not limited to, paid/volunteer coaches, afterschool arts program staff, and adult CTE students (ACCE) should receive a parent volunteer packet from your site. Your volunteer takes this packet to a livescan location for processing. Volunteers are also required to be TB tested (must be within 60 days of start). Your volunteer brings this information back to the site with picture identification and a social security card. Staff makes a copy (initial and date) and forwards this packet to Human Resources. Human Resources waits for results. Upon receipt of results, Human Resources notifies the site.

Please continue to use the RAPTOR Visitor Management System for all visitors and other volunteer outside service providers, such as 9 volunteer Speakers (example: Career Day events)



QUESTIONS?