

REVISED JANUARY 2018
NOTE: ALL INFORMATION MUST BE TYPED

PASADENA UNIFIED SCHOOL DISTRICT

GUIDELINES AND INSTRUCTIONS

**“SHORT FORM” BOARD REPORT
CONSULTANT SERVICES CONTRACT LESS THAN \$90,200.00
SUBJECT TO BOARD APPROVAL**

Effective **January 1, 2018**, all Consultant contracts less than **\$90,200.00** will be presented to the Board for approval prior to submitting a purchase order and prior to any work being performed.

NOTE: \$90,200.00 is the maximum amount for any individual consultant providing any type of service during the fiscal year via one or multiple agreements to one or multiple sites or departments throughout the PUSD.

It is your responsibility when you start discussions with a consultant for services to ask the consultant if he/she has provided any type of service for any other site/department in the district since July 1 of the current fiscal year.

1. If the answer is yes, you must determine whether the agreement(s) are in effect or have come to term AND if the agreement that you are considering would exceed an aggregate cost of **\$90,200.00**.
2. If your contract amount does not take the consultant’s total over \$90,200.00, then you may proceed with this “short form” agreement process.
3. If, the total amount will exceed the \$88,300 threshold, it is required that the consultant agreement be taken to the Board through the formal Board Report process.

INSTRUCTIONS

1. **FORM:** The originator must complete the agreement form with dates, times, fees, “Exhibit “A” Scope of Services, certificates of insurance coverage, funding source, LCAP Priority / Strategic Goal and the Consultant’s signature. (Pages 2, 3 and 4). It is required for the PUSD School Principal/Department Administrator to initial the box provided near the Chief’s signature on the agreement AND on the Exhibit “A” Scope of Services document. Initials signify that the administrator acknowledges and accepts scope of services and fees/rates.
2. The originator will prepare and email a scanned copy of this form with all appropriate attachments to the Chief’s Secretary. Originator keeps all the original copies for processing after Board approval.
3. After Board approval, the Executive Secretary will have the Chief/Superintendent sign the agreement (where applicable) and email the originator the approved signature page. Only a Chief or Superintendent are authorized signors for the Pasadena USD.
4. **REQUISITION:** The originator will submit the approved board report and all required documents with the chief’s signature and the requisition via the requisition on-line or the paper requisition process accordingly.
5. **PAYMENT PROCESS (INVOICING):** Consultant’s invoice must include the P.O. number, date(s) of service, description of service, and rate of pay which should correlate with the contract terms and scope of services as specified in Exhibit “A”. If consultant does not have his/her own invoice, the Consultant Request for Payment form must be used (see attached). Consultant will submit the invoice directly to School Principal/Department Administrator for approval and forward to Accounting.

Consultant Contract Less Than (<) \$90,200

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Req # _____

**TO BE COMPLETED BY THE SITE / DEPARTMENT REQUESTING THE SERVICES AND
SIGNED BY THE CONSULTANT PRIOR TO SUBMITTING A PURCHASE ORDER AND
PRIOR TO ANY WORK BEING PERFORMED.**

SUBJECT TO BOARD APPROVAL

LCAP PRIORITY/STRATEGIC GOAL: Explain how does this service fits into the LCAP Priority of the site/department _____

THIS CONTRACT made and entered into this _____ day of _____, by and between Pasadena Unified School District hereinafter called the "District" and _____ hereinafter called the "Consultant".

WITNESSED, the parties do hereby contract and agree as follows:

1. **SCOPE OF SERVICES:** The Consultant shall furnish services as detailed in **Exhibit "A"**
2. After the successful completion of the services detailed in **Exhibit "A"**, the District agrees to pay a Not To Exceed amount of **(Not to Exceed amount includes all reimbursable – i.e., travel, printing, etc.)**.
\$ _____ (_____)
3. **TERM:** The term of this contract shall begin _____, and end _____. This agreement may be terminated for convenience upon ten (10) business day's written notice by either party.
4. **PAYMENT SCHEDULE:** Payments to be processed upon satisfactory completion of consultant work, and receipt of invoice.
5. **RETURN OF RECORDS:** Upon termination of this agreement, consultant will deliver all records, notes, data, memoranda, models, and equipment of any nature that are in consultants possession that are PUSD's property or relate to PUSD's business.
6. **INDEPENDENT CONTRACTOR:** Consultant will provide services under this agreement as an independent contractor and not as an employee of the District. District may withhold federal or state income tax deductions from payments made to Consultant under this agreement. Consultant must provide District with his/her Social security number or taxpayer ID number. District will provide Consultant and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by IRS.

By initialing this section of the agreement, the consultant and its agents and employees, if applicable, certify and declare that the consultant, its agents and employees are not entitled to any benefits or entitlements from CalPERS or CalSTRS or from any other civil service agency. Should the consultant, its employees, agents or representatives initiate any legal action or claims for civil service benefits arising out of the work contemplated in this agreement, consultant agrees to defend and indemnify the District against any and all claims or legal actions. _____ (Initial here)

7. **HOLD HARMLESS:** Consultant agrees to save and hold harmless District or any of 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 or any person employed by him/her or of 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 fees.

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8. **CERTIFICATE OF AUTOMOBILE & GENERAL LIABILITY INSURANCE:** The contractor shall provide a certificate of general & automobile liability insurance for a limit of \$1,000,000. **The Pasadena Unified School District, its agents and officers must be endorsed as an additionally insured and the actual endorsement must accompany the certificate of insurance.**
9. **WORKERS' COMPENSATION:** The Contractor shall provide Workers' Compensation or self-insure his or her services.
10. **LAW:** Consultant shall comply with all federal, state and local laws and ordinances applicable to such work.
11. **IN WITNESS THEREOF,** the parties hereunto have subscribed to this Agreement, including all Contract Documents as indicated below in 1, 2, 3:
1. **Scope of Services- Exhibit "A" MUST be attached to this document**
 2. **W-9 form MUST be completed and attached to this document**
 3. **Certification by Contractor of Criminal Records Check form
(Must be completed and attached to this document if working unsupervised with student.)**
- OR**
- Check here if _____ Consultant will be supervised by PUSD employee while working with students

Provide the fee schedule, hourly rate, projected hours, if fixed rate, etc.:

ACCOUNT(S) TO BE CHARGED

Fund/Resource/Goal/Function/Object/Location _____

Funding/Resource Name _____

Fund/Resource/Goal/Function/Object/Location _____

Funding/Resource Name _____

ORIGINATING SITE/DEPARTMENT

INITIALS of Site/Dept. Admin.

CONSULTANT NAME:

Print Name

Signature

City, State, Zip Code

(Area code) Phone Number

Soc Sec #/Tax I.D. Number

SIGNATURE OF AUTHORIZING CHIEF

EXHIBIT "A"
SCOPE OF SERVICES

REQ# _____

**TO BE COMPLETED BY THE CONSULTANT AND
PROVIDED TO THE PASADENA UNIFIED SCHOOL DISTRICT
SUBJECT TO BOARD APPROVAL**

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PERS AND/OR STRS: Are you **RETIRED** from PERS or STRS? Yes _____ No _____

Are you a retired from PERS or STRS? Yes _____ or No _____? Which entity _____?

Are you an inactive PERS or STRS member? Yes _____ or No _____? Which entity _____?

Are you an active PERS or STRS member? Yes _____ or No _____? Which entity _____?

All your earnings from being a Consultant with PUSD will be reported to PERS and/or STRS if you answered affirmatively.

Per Public Employees' Pension Reform Act (PERPA) effective 01.01.2013, Reporting to CalSTRS is required by Ed Code 24214(a).

IF THE QUESTIONS ABOVE ARE NOT ANSWERED, YOUR CONTRACT WILL BE VOIDED.

Consultants Qualifications: A brief summary of qualifications and experience. Include previous service provided to PUSD or any other public agency.

Provide detailed information on what you will be providing to the District. Include time lines (if applicable). What will be achieved with the agreement? Expectations and outcomes should be clearly defined. When appropriate, deliverables should be listed and include a timeline matrix. (Attach another sheet if necessary; label it EXHIBIT "A" Additional Information.)

_____, CONSULTANT, will provide the following services:

Print Name

Consultant Printed Name

Consultant Signature

Date

INTERNAL USE ONLY:

Administrator of originating Site / Department must initial box below acknowledging and accepting scope of services and rates:

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

(Required if working unsupervised with students)

To the Governing Board of Pasadena Unified School District:

I, _____ certify that:
Name of Contractor/Consultant

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Type or print name

Title

Address

Telephone

CONSULTANT REQUEST FOR PAYMENT FORM
(Use this form only if Consultant does not have an invoice)

To: Administrator of _____ / _____
School Site Department Date

STREET ADDRESS _____

CITY, STATE ZIP _____

From: **CONSULTANT NAME** _____ **PHONE #** _____

STREET ADDRESS _____ **CITY, STATE ZIP** _____

.....
Date/s of Service: _____ P.O. # _____

Description of Service:

Payment is requested for _____ (# of days, hours, etc) at the rate of \$ _____ per _____
in the total amount of \$ _____.

This claim is for (check one): _____ Partial Payment _____ Final Payment

The following certification must be completed by individual consultants (consultant firms should disregard it):

I certify that I am _____, I am not _____ (check one) drawing pay as a retired member of the California State Teachers' Retirement System (STRS). If an employee of a federal, state, or local government agency, I certify that all services for which payment is now being claimed were rendered at time other than my regular assigned workday for that agency.

Signature of Consultant SOCIAL SECURITY# / TAX I.D. NUMBER

(W-9 form attached must be completed for payment to be processed)

.....
DISTRICT AUTHORIZATION OF PAYMENT

I hereby certify that the above named consultant has performed services as claimed and is entitled to payment as specified above.

Authorized Signature (Administrator/Principal/Chief) Date

Consultant shall send this request for payment to Originating Department/Site.

DEPARTMENT / SITE SHALL SEND COMPLETED / SIGNED REQUEST FOR PAYMENT TO ACCOUNTING.