

CONSULTANTS

The Governing Board encourages the use of consultants when it is clear they can provide valuable and necessary specialized services not normally required on a continuing basis and which cannot be provided by district personnel because of limitations of time, experience or knowledge.

Consultants as used in this policy are individuals, firms, or organizations employed to provide specific technical or training services or professional, technical, or expert advice, opinion, or guidance to management personnel on a limited and as needed basis which may assist management in decision making and/or project development.

Legal Reference:

EDUCATION CODE

10400 Legislative intent (cooperative improvement programs)

35010 Control of districts; prescription and enforcement of rules

35046 Re school district awarding consultancy contracts to retired certificated employees who have been employed by the district for at least 10 years and who are at least 55 years of age

35172 Promotional activities

GOVERNMENT CODE

53060 Special services and advice (consultants)

CONSULTANTS

The Request for Approval of Consultant Services , Agreement to Render Services, and GS-1 forms shall be completed by the Department/Site Administrator.

1. The Originator submits the completed forms to the Department/Site Administrator, six (6) weeks prior to event, for approval and signature.
2. The Site Administrator, after approval and signature, will forward submitted forms to the appropriate Assistant Superintendent/Division Head of your division for approval and signature.
3. The Assistant Superintendent/Division Head, after approval and signature, will forward these forms to the Assistant Superintendent, Personnel Services, for approval and signature.
4. The Assistant Superintendent, Personnel Services, after approval and signature, will forward these forms to the Superintendent for review, approval and signature. After the Superintendent's approval, Personnel Services will submit this request to the Board of Education for consideration.

Note: Include all costs expected to be incurred by the Consultant. (Potential charges also include air fare, hotel accommodations, car rental, meals, etc.)

Following action by the Board of Education, Personnel Services shall complete these next steps.

1. Advise the Site Administrator of approval/disapproval of the request.
2. Obtain Superintendent's signature on Agreement to Render Services (2017.11C).
3. Forward the following documents to Purchasing:
 - A. Request for Approval of Consultant Services (2017.1A)
 - B. Agreement to Render Services form (2017.1C)
 - C. GS-1 form

Purchasing shall issue a purchase order which shall encumber the proper budget.

After services are rendered by the Consultant, the following steps shall be completed.

Certificated Personnel

AR 4126(b)

CONSULTANTS (continued)

1. The Department/Site Originator shall have the Consultant complete the IRS Form W-9 (Taxpayer's ID Number) and sign the Invoice/Consultant Services form (E (3) 4126 (c)).
2. The Originator shall submit the Invoice/Consultant Services form (E (3) 4126 (c)) to the Accounting Department.
3. The Department/Site originator must file the IRS Form W-9 with the Accounting Department prior to remittance being made.
4. If remittance is to be paid in more than one installment, an invoice, referencing the purchase order number, must be completed for each payment.

Regulation
approved: May 26, 1993
Revised: September 15, 1993
Revised: August 31, 1995
Revised: April 24, 2001

VISALIA UNIFIED SCHOOL DISTRICT
Visalia, California

Board Approved: _____

E (1) 4126

VISALIA UNIFIED SCHOOL DISTRICT
5000 WEST CYPRESS AVENUE
VISALIA, CALIFORNIA 93277

AA@

REQUEST FOR APPROVAL OF CONSULTANT SERVICES

School/Department _____ Date

Name

Consultant's Name

Consultant's Address

SERVICE INFORMATION

Hours of Service

Date(s)
of Service

Charge

Budget

Number(s)

Method of Payment:

Single Payment / Installment

Total
Cost

CONSULTANT INFORMATION

Audience

Grade Level

Number in Audience (Approximate)

Consultant's Job Title

Consultant's Background

Specify what will be the scope of work the consultant will do for VUSD
(Attach additional page if necessary)

Additional Comments

If agreement is to a company, indicate the name of the payee

APPROVAL

Site Administrator
Superintendent

Assistant Superintendent/
Area Administrator

Board Approved: _____

E (2) 4126

VISALIA UNIFIED SCHOOL DISTRICT
5000 WEST CYPRESS AVENUE
VISALIA, CALIFORNIA 93277

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**AGREEMENT TO RENDER SERVICES
CONSULTANT/OUT OF DISTRICT**

It is agreed that
("Consultant")

will serve the Visalia Unified School District ("District") as

on _____ as requested by _____ (Name)

_____ for the stipulated sum of \$

(Dept/Site)

It is understood that the person rendering this service is acting as an independent contractor in this regard, and is not an employee of the District.

1. Consultant shall hold harmless, defend and indemnify the District, its officers, agents, and employees, from and against any liability, claims, actions, costs, damages, or losses from injury, including death, to any person or damage to any property arising out of activities under this Agreement. This obligation will continue beyond the term of this Agreement or any extension to this Agreement.
2. In performing the services herein specified, Consultant shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant shall be responsible for providing legally mandated benefits including, but not limited to workers' compensation insurance, and to comply with state and federal tax withholding regulations. District retains the general right of inspection in order to judge whether, in the opinion of the District, the work is being performed by Consultant in accordance with the terms of this Agreement. Consultant shall have no authority to act on behalf of the District in any capacity whatsoever as agent, nor to bind the District in any obligation.
3. This Agreement may be terminated by the District with or without cause at any time by providing thirty (30) days written notice to Consultant at the address set forth in this Agreement. This Agreement may be modified or amended at any time by the mutual written consent of both parties.

- 4. Neither party shall assign this Agreement nor the rights and duties under this Agreement without the prior written consent of both parties.
- 5. All notices, demands, or other written communications to be given under this Agreement shall be deemed to have been given when made in writing and placed in the U. S. mail, postage prepaid, addressed to the respective parties.

Agreed: _____ Date
 Consultant's Signature

Agreed: _____ Date
 Superintendent, Visalia Unified School District

Print name as it should appear on check:

Address to which check should be sent:

Number/Street

City/State/Zip

Note: This Agreement is not valid unless signed by the Superintendent or designated representative.

<p>Visalia Unified School District Use Only</p> <p>Budget Number:</p> <p>Complete sufficient number of this form to provide a minimum of two (2) signed copies for the Business Office and one (1) to be retained by the person rendering services.</p>

VISALIA UNIFIED SCHOOL DISTRICT
5000 WEST CYPRESS AVENUE
VISALIA, CALIFORNIA 93277

AC@

INVOICE/CONSULTANT SERVICES

DATE _____ PURCHASE ORDER NUMBER _____

Services Rendered as follows:

Date(s) of Service

Per Day	\$	
Other Expenses (Itemize)		
_____	\$	
_____	\$	_____
_____	\$	
TOTAL CLAIM		\$ _____

Make Check Payable to:

Mail to:

Name

Address:

Number/Street

City/State/Zip

Signature of Consultant

Social Security/Federal ID Number

Note: Consultant must complete W-9 Form before payments can be made.

<p>Visalia Unified School District Use <u>Only</u></p> <p>I hereby certify that the services described above have been rendered.</p> <p>Signed: _____ Date _____</p> <p>Title: _____</p> <p>Note: When services have been rendered, submit to Accounts Payable for payment</p>
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