

Contracted Services Policy and Procedures

(approved by PSCS Board of Trustees 2/12/18, revised 4/16/18)

Purpose: In its effort to provide cost-effective programming, Pioneer Springs Community school may need to utilize contracted services. The district shall award, monitor, and evaluate such services to assure their effectiveness. This policy is adopted to provide guidelines regarding the procurement and maintenance of qualified and legally-certified services, including those awarded with federal funds.

Procedures:

Contracted Services are awarded through a process of provider vetting or bidding as appropriate. The Director or his designee shall award the contract upon approval by the Board of Trustees/ Finance Committee. PSCS will not award contracts to vendors who are on the State or Federal Debarment Lists. The utilization of contracted service providers, including those contracted with federal funds, includes:

A. Recruitment processes to identify suitable candidates for contracted services should follow similar principles as those currently employed by Human Resources/ Administration for the recruitment of PSCS employees and such processes should ensure:

- transparency
- fairness
- openness to competition
- avoidance of conflicts of interest
- the assessment of applications and selection/interview process is transparent.

The contracted provider must be engaged under a written contract using standard PSCS terms and conditions. Once the contract is completed or if it is proposed to extend the contract, an evaluation of the contract must be conducted to include performance, delivery and fulfillment of contracted services.

Selection or rejection of contracted vendors will be based upon their ability to meet the requirements articulated in this policy, competitive pricing, reviews, and adherence to all state guidelines and laws relevant to vendor contracting.

B. Service Agreements outlining the terms of the agreement (service provider, responsibilities, work requirements, rate of compensation, duration and location of services, and nature and amount of other expenses, if any) with the individuals or organizations providing services and details of actual services performed; Service Agreements will include the printed name and the signature of both the vendor and the director or his designee as well as the date of agreement, represented in day, month, and year.

C. Required documentation *includes*, but *is* not limited to, IRS W-9 form, proof of authorization or licensure and liability insurance certification. Such documentation is required before service is rendered or payment made;

C. Invoices or billings submitted by consultants, including sufficient detail as to the time expended and nature of the actual services performed;

D. All vendor contracts will include the following language in accordance with GS 115C-238.29H: “No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions”.

E. Independent contractors and their employees shall not be employed until each has complied with the mandatory background check requirements for criminal history and child abuse and the district has evaluated the results of that screening

process. Independent contractors and their employees shall report, on the designated form, all arrests and convictions as specified on the form. Independent contractors and their employees shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment/contract, termination if already hired/contracted, and/or criminal prosecution.

F. All independent contractors shall adopt policies and procedures that require their employees, who are providing services to the district and who have direct contact with children, to notify the contractor, in writing, within forty-eight (48) hours of the occurrence, of an arrest or conviction required to be reported by law. Employees shall also be required to report to the contractor, within forty-eight (48) hours of notification, that the employee has been listed as a perpetrator in the Statewide database, in accordance with the Child Protective Services Law.