Bakersfield City School District
The Advisory Bulletin

To: Principals/Department Heads/Secretaries/Program Specialists/APLS/Designees	**Date:** August 15, 2013	**No.**
Subject: Consultant Agreements & Payments – How to Prepare Forms		
Prepared By: Steve McClain, Chief Business Official		
Approved By: Robert J. Arias, Ed.D., Superintendent		**Page 1 of 8**

All **Consultant Service Agreements** and **Requests for Payment** for consultant services are to be processed through the Office of the Chief Business Official. Please send the ENTIRE Consultant Agreement form for processing–do not remove any pages. **The Agreement MUST BE TYPED.** As an added convenience, additional information & interactive forms may be found online at http://bcsd.com/businessservices/consultant/.

VERY IMPORTANT: Any person who received wages from the District as an employee or a substitute during the calendar year (January – December) will be disqualified as a potential Consultant during that same calendar year (January – December).

GETTING STARTED

Use only the following forms. Forms with revision dates prior to 11/2005 will be returned and signatures will have to be collected again.

Preprinted Agreement: Store Stock #300165 or **Interactive Agreement:** Store Stock #300326
Revision Date: 11/2005 **Revision Date:** 04/2011

DO NOT USE ANY OTHER FORM OTHER THAN WHAT IS LISTED.
DO NOT USE COPY PAPER.

Forms to be Completed for Consultant Services are:

- Agreement for Consultant Services
- W-9 Form
- A Justification Form (if categorical)
- Consultant Agreement Informational Memorandum or a pamphlet/website informational posting about the consultant or company
- A request for payment, typed as an Electronic Requisition, needs to be prepared, printed out and signed by the consultant on the day of service

Consultant Service Agreements Prepared by Departments:

1. Prepare the Consultant Service Agreement form, making sure ALL information is provided
2. Obtain Consultant's signature & their social security number or Employer ID Number
3. Obtain the signature of the Department Head
4. The Administrator AND the Asst. Superintendent over the Department **initials next to the Department Head's signature**. NOTE: *initialing means* - the initial of the first name along with the complete last name AND the supervisor DOES NOT sign his/her name on the line that reads "superintendent (or) designee"
5. **FOUR weeks** prior to the Board meeting, send ALL five copies of the agreement along with the W9 and the Consultant Agreement Informational memorandum (or other information as

described above) to the Office of the Chief Business Official for processing

6. Once the agreement is Board approved, the department will receive a fully executed copy

Consultant Service Agreements Prepared by Schools:

1. Prepare the Consultant Services Agreement form, making sure ALL information is provided
2. Obtain Consultant's signature & their social security number or Employer ID Number
3. Obtain the signature of the Principal
4. **FOUR weeks** prior to the Board meeting, send ALL five copies of the agreement along with the W9 and the Consultant Agreement Informational Memorandum (or other information as described above) to the Office of the Chief Business Official (CBO) for processing
5. The CBO will submit the agreement to the Director of School Support (DSS) & the Asst. Supt. of AIA for approval
6. If to be paid out of categorical funds, the CBO will forward the agreement to Fiscal Services to verify the budget information and initial the agreement
7. The agreement will then be returned to the CBO for processing
8. Once the agreement is Board approved, the School and Fiscal Services (if categorical funds are used) will receive a copy of the approved agreement

W-9 Form (Taxpayer Identification Number and Certification):

A "Taxpayer Identification Number and Certification" form (W-9) must be completed once a year by the Consultant. The forms can be obtained online at www.irs.gov or www.bcsd.com/businessServices/ or by calling ext. 14678. The form MUST be completed and signed by the Consultant and attached to the Consultant Agreement.

Consultant Agreement Informational Memorandum:

Effective with the March 22, 2011, Board of Education meeting, Consultant Agreements that will be submitted to the Office of the Chief Business Official will require the supplemental documentation either on the Consultant Agreement Informational Memorandum (sample attached) or a pamphlet, newsletter or web page. Required information includes:

1. Biographical information on each presenter including their qualifications
2. A comprehensive description of the program/activities to be presented; i.e., scope of work (goals, objectives, purpose)
3. Schools participating in the event including employee groups
4. Expected outcomes

Pre-Encumbering Funds:

This process is a requirement by Fiscal Services.

1. Prepare a requisition on the KEA computer system. The following information is to be provided:
   a. Consultant's name and complete address (should match information on the signed original Consultant Agreement)
   b. Correct budget classification
   c. Brief description of service(s) provided, include the dates of service & the location
      - Include an itemization of expenses (per day fee, hotel, meals, etc.), only **IF** Consultant is not paid a lump sum (receipts will be required when payment requisition is submitted)

   d. The statement, "Pre-Encumber entire contract, *monthly invoice to follow"* (monthly invoice notation, only if more than one payment will be made)
   e. Board approval date (this information can be found on the copy of the Consultant Agreement returned to the department/school following the Board meeting)
   f. Full amount of the contract
   g. Z comments – add a signature line for the Consultant and a line for the Director/Department or the Principal/School
   h. Print out a copy of the requisition
2. Send the requisition to Purchasing electronically via the KEA computer system
3. Obtain the signatures after services have been rendered from the Consultant and the Department Head/Principal. NOTE: An "original" Consultant signature is required – no faxed signatures

Requests for Payment Prepared by Departments:

1. Print out the Pre-Encumbering requisition which will contain lines in the Z comments for the required signatures (Consultant and Department Head)
2. Obtain original signatures from the Consultant once services are complete
3. Obtain the Department Head's signature
4. Submit a hard copy of the requisition with required signatures to the Office of the Chief Business Official for approval

Requests for Payment Prepared by Schools:

1. Print out the Pre-Encumbering requisition which will contain lines in the Z comments for the required signatures (Consultant and Principal)
2. Obtain original signatures from the Consultant once services are complete
3. Obtain the Principal's signature
4. Submit a hard copy of the requisition with required signatures to the Office of the Chief Business Official

Payment for Consultants (Multiple Payments Only):

1. Prepare an email with the following information:

   To: Ernest Garcia, Susan Hanson, Traci Garcia, & Lisa Hart
   Subject: Invoice ok to Pay
   Please update Purchase Order #_____. Signed Consultant Svc. P.O. Update submitted to the Chief Business Official with required signatures.
2. Send a printed copy of the Consultant Service P.O. Update form along with an original invoice to Lisa Hart in the Office of the Chief Business Official. Original signatures must be on the Consultant line (or invoice) and on the Department Head/Principal line. Please include a copy of the original Pre-Encumbering requisition.

Samples of completed forms on following pages. . . .

BAKERSFIELD CITY SCHOOL DISTRICT
Education Center, 1300 Baker Street
Bakersfield, California 93305
Office of the Chief Business Official

AGREEMENT FOR CONSULTANT SERVICES

Enter the Date When Agreement is Typed:

This Agreement is made and entered into this **2nd** day of **August**, 20**13**, by and between the governing board of the BAKERSFIELD CITY SCHOOL DISTRICT of Kern County, California, hereinafter referred to as "District" and **(Type Consultant's Name Here): Jon Dough**, whose principal place of business is in **(Type City/State Where Consultant Lives Here): Bakersfield, California**, hereinafter referred to as "Consultant."

IT IS AGREED THAT:

1. Consultant will provide the services as set forth in the Agreement (or in attached proposal) in coordination with the District Superintendent or his designee as follows: *(Include brief description of presentation)*

   Place: **Ed. Center PDC**

   School/Department submitting request: **ABC School** Time: **9 a.m. to Noon**

   Description/Purpose: **(Type a Brief Description of Services Consultant is Providing):**

   The author will demonstrate writing techniques for teachers.

   Enter beginning & ending date of Consultant's Services:

2. This Agreement shall be for a specified period, commencing on **Sept. 24**, 20 **13** and ending on **Sept. 24**, 20 **13**.

   Enter dollar amount Consultant is to be paid:

   The compensation for consultant services under this Agreement shall be at the rate of $**300** per **day**.
3. District shall reimburse Consultant for mileage, food, lodging, and *actual* and *necessary* expenses (i.e., airfare and materials). Mileage shall be at the rate of **$.0** per mile; food and lodging allowance not to exceed $**0** per day.

   Enter TOTAL dollar amount to be Paid to Consultant:
4. Total compensation under this Agreement (including mileage, food, lodging) shall not exceed $**300** (plus airfare and materials). ***Receipts to verify expenses for food, lodging, airfare, and materials will be required.***
5. Payments for services and reimbursement for expenses under this Agreement shall be made within thirty days after the completion of all services to be performed and receipts have been received.
6. Consultant shall not assign or transfer in any way his or her interest or obligations under this Agreement without the written consent of the Superintendent or his designee.
7. This Agreement may be amended or modified at any time by mutual agreement of the parties, in writing.
8. **Termination:** The District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services of Consultant. Notice shall be deemed given when received by the Consultant, or no later than three (3) days after the mailing, whichever is sooner.
9. It is understood and agreed that the Consultant is at all times an independent contractor and neither he nor his employees are employees of the District.
10. The District has determined that neither its employees, the county superintendent's employees, nor the employees of the adjoining districts or county superintendents, are able to provide the service provided for in this Agreement. A find to that effect has been entered by the Board of Education in the minutes of its meeting of _____, 20 _____. (**LEAVE BLANK)**
11. Consultant agrees to notify his school employer (if he is employed by a school district, county superintendent or other school entity) of this Agreement and the dates upon which he intends to perform pursuant to this Agreement. Consultant agrees that he will not accept any salary, other than leave, compensatory time off or vacation benefits, from his school employer while he is performing services pursuant to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

BAKERSFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION ("District")

By **(LEAVE THIS BLANK)**
Superintendent (or) Designee

(PRINCIPAL or DEPARTMENT HEAD SIGNS)
Principal AND Department Head Signature

CONSULTANT

(CONSULTANT MUST SIGN HERE)
Consultant Signature

(CONSULTANT MUST COMPLETE THIS)
Social Security Number (or) Employer I.D. Number

(TYPE SPECIALLY FUNDED BUDGET HERE:)

SPECIALLY FUNDED PROJECTS
Program Title _____
Budget Class _____
Component _____

(TYPE OTHER BUDGET CLASSIFICATION:)

OTHER BUDGETS *(list number)*
General Fund _____
Magnet Fund _____
Lottery Fund _____
Other _____
(list NAME and number)

Please submit 5 copies four weeks prior to Board Meeting.

300165 Rev. 11/2005

Bakersfield City School District
Education Center - 1300 Baker Street
Bakersfield, CA 93305
Office of the Chief Business Official

SAMPLE

Dept./School: Name of Dept. or School _____ Contact: Contact Person _____

Consultant: Complete Consultant Name _____ Dates of Svc: Consultant Svc. Dates _____

Consultant Agreement Informational Memorandum

Please complete the information requested below and submit to the Chief Business Official's office along with your completed Consultant Agreement. Please attach any necessary backup as needed.

1. Copy of Consultant Agreement Attached

   This form will be attached to your Original Signed Consultant Agreement

2. Biographical information on each presenter including their qualifications

3. A comprehensive description of the program/activities to be presented; i.e., scope of work (goals, objectives, purpose)

4. Schools participating in the event including employee groups

5. Expected outcomes

Numbers 2-5 should contain the information requested. If not using this form, be sure the supporting paperwork contains the requested information.

Bakersfield City School District
1300 Baker Street
Bakersfield, CA 93305
(661) 631-4600

SAMPLE

Req. No: PO Number: Date Needed Date PO Printed: Date Req. Printed

Vendor: 0000000
CONSULTANT NAME (as it appears on agreement)
ADDRESS
CITY, STATE ZIP

Ship to:
WAREHOUSE SERVICES
1300 BAKER STREET
BAKERSFIELD, CA 93305

Requested By:
TYPIST'S NAME WILL APPEAR HERE

Location:
SITE WHERE REQ. IS BEING PREPARED

Lin	Qty	Unit	Description	Item Cost	Total Cost
1					
2			CONSULTANT FEE FOR SERVICES PROVIDED		
3			TO SCHOOL/DEPARTMENT ON DATE.		
4				20,000.00	20,000.00
5					
6					
7			PRE-ENCUMBER ENTIRE CONTRACT, MONTHLY		
8			INVOICE TO FOLLOW		
9					
10			BOARD APPROVAL: DATE OF BOARD APPROVAL		

The Board Approval Date can be found on the copy of the Consultant Agreement returned to the school site or department

The Budget Classification you enter will appear here

01-0000-0-0000-0000-0000-000-00

******* Comments/Annotations *******

Original Signature Required
TYPE NAME OF CONSULTANT, COMPANY

Original Signature Required
TYPE NAME OF PRINCIPAL, SCHOOL
OR
TYPE DEPARTMENT HEAD, DEPARTMENT

Obtain the Consultant's signature and the Principal's signature after services have been rendered.

SUB-TOTAL 20,000.00

TOTAL 20,000.00

Bakersfield City School District
1300 Baker Street
Bakersfield, CA 93305
(661) 631-4600

SAMPLE

CONSULTANT SERVICES P.O. UPDATE

DEPARTMENT/SCHOOL:

_____

NAME OF VENDOR/CONSULTANT:

_____

PO# _____

INVOICE # _____

INVOICE DATE: _____

AMOUNT TO BE PAID: $_____

DESCRIPTION OF SERVICES/NOTES:

This form is only to be used for multiple payments to a vendor.

Enter all information as requested.

Consultant signature must be original, either where noted or on an attached invoice.

SCANNED SIGNATURES WILL NOT BE ACCEPTED

Board Approval Date: _____

Consultant Signature: _____

Dept. Head/Principal: _____

Budget Classification: _____

PLEASE ATTACH ORIGINAL INVOICE