



3000 - Finance 750 - Contracted Services

1. Policy

1.1. *Outside Service Providers*

- 1.1.1. Outside service providers may be used to provide services or management services under a service agreement. Service providers receive direction from Providence Hall Charter School (PHCS) and execute the decisions made by PHCS (PHCS retains major decision-making authority and autonomy for all aspects of operations) whereby management companies are delegated decision-making authority for major PHCS policy, procedure, and operational deployment. Thus, PHCS gives operational autonomy to the management company and proper internal controls must be in place to oversee the activities of management companies. PHCS shall ensure that outside service providers with access to student or staff information properly secure data (privacy). Service agreements must include prohibitive language in relation to data privacy.
- 1.2. Examples of service providers are lawn maintenance contractors, contracted speech therapy, and business services, all of which are delegated certain tasks as assigned by PHCS. Examples of management companies include education service providers that provide curriculum, professional development, student assessments, management and supervision of employees, and overall operational management services, etc.
- 1.3. Consistent with UCA 63G-6a-1204 Multiyear Contracts, service agreements shall not exceed five (5) years in term (with renewals) and all services shall be reviewed against performance objectives and bid at least every five (5) years. The utilization of outside service providers (i.e. independent contractors) and contracted personnel must be sufficiently evidenced by:
 - 1.3.1. Service Agreements outlining the terms of the agreement (e.g., responsibilities, work requirements, rate of compensation, and nature and amount of other expenses, if any) with the individuals or organizations providing services and details of actual services performed
 - 1.3.2. Required IRS W-9 form, proof of authorization, or licensure and liability insurance certification (among other things) are required before service is rendered or payment is made
 - 1.3.3. Invoices or billings submitted by consultants, including sufficient detail as to the time expended and nature of the actual services performed
 - 1.3.4. The use of a management contract for educational administrative services will clearly identify the contractor's performance requirements, including student academic achievement (if applicable), contractor's compensation and define the PHCS' rights to educational curricula and intellectual property developed by or provided through the service agreement
 - 1.3.5. The Executive Director shall cause that all contracts with educational service providers (as defined in R277-115) shall include language that allows PHCS to verify the provider is performing services consistent with the law
- 1.4. The use of independent contractors is closely monitored so as not to vary from the rules of the Fair Labor Standards Act and Utah law. The contractor will:
 - 1.4.1. Be free from the PHCS' control and direction in scheduling and performing the service, both under a contract and in fact
 - 1.4.2. Provide a professional service, and/or a service that is outside the PHCS' usual course of business or provide a service on a temporary basis



- 1.4.3. Not receive any fringe benefits as such, although their fee may include provision for fringe benefits
- 1.4.4. Use his or her own letterhead, supplies, and materials when billing for services
- 1.5. The Board of Trustees reserves the right at its sole discretion to amend or change these policies at any time.