

MITCH Charter School
Personal Services Contracts

1. **Personal Services Contracts Defined**

- a. Personal services contracts include, but are not limited to: a contract or member of a class of contracts, that the local contracting agency's Local Contract Review Board (LCRB) has designated as a personal services contract pursuant to Oregon Revised Statute (ORS) 279A.055. Personal services include but are not limited to the following:
- (1) Contracts for services performed as an independent contractor in a professional capacity (e.g., services of an accountant, attorney, data processing consultant, etc.);
 - (2) Contracts for services as an artist in the performing or fine arts (e.g., photographer, painter, etc.);
 - (3) Contracts for services that are specialized, creative and research oriented;
 - (4) Contracts for services as a consultant; (5) Contracts for educational consulting services.
- b. Personal services contracts may include: (1) public contracts for architectural, engineering and land surveying and related services, or (2) other public contracts for non-construction services.

2. **Eligibility as Independent Contractor**

MITCH will follow ORS 670.600, Public Employees Retirement System (PERS) rules, Oregon Administrative Rule (OAR) 459-010-0030 and Internal Revenue Service (IRS) Ruling 87-41 in determining whether the individual or business entity qualifies as an independent contractor or is better classified as an employee of the public charter school. The Executive Director will make this determination and may consult legal counsel to determine independent contractor status.

3. **Personal Services Contracts - Procurement Requirements (Not including Architect, Engineer, Land Surveyor or related Services).**

- Personal Services Contracts shall be formally solicited in writing by request for proposals (RFP) pursuant to OAR 137-047-0250 *et. seq.* except as specified below in a-f. MITCH will consult with legal counsel prior to formally soliciting personal services contracts through an RFP.
- a. Contracts for personal services **less than \$2,000** within a fiscal year, shall, where practical, be based on **written or verbal quotes** or may be procured through **direct negotiations** with the contractor. (Small procurement)
- b. MITCH has, through a request for qualifications, established a list of qualified contractors for the particular project or class of projects; or

- c. The nature of the contract work requires an ongoing, long-term relationship of knowledge and trust. Examples include, but are not limited to, legal services and audit services.
- d. Contracts for personal services **greater than \$2,000 that do not exceed \$5,000** within a fiscal year may be based on **three written or verbal quotes, or response to a request for proposal (RFP) as deemed appropriate by the Executive Director.**

(Intermediate procurement)

- e. MITCH may enter into a personal services contract when the amount of the services **does not exceed \$2,000** without obtaining quotes or utilizing the RFP process when only one contractor or **Sole Source** provides the services as follows:

- (1) The Executive Director or designee shall make the following written findings for inclusion in the contract file:

- (a) That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
 - (b) That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
 - (c) That the goods or services are for use in a pilot or an experimental project;
- or
- (d) Other findings that support the conclusion that the goods or services are available from only one source.

- f. If the cost of the services is **more than \$5,000**, MITCH may award a contract on a **Sole Source** basis, only with Board approval and if prior to the award:

- (1) Notice of MITCH's intent to contract for the services, including the general specifications of the intended contract, is advertised in at least one newspaper or trade journal of general circulation in the area where the services are to be performed;
- (2) The advertised notice is published at least 14 days before award of contract to allow prospective contractors a reasonable opportunity to submit a protest of MITCH's intent to contract through the sole source process unless the Executive Director gives prior written approval to reduce the number of days based on extraordinary circumstance that do not meet the criteria for an Emergency Procurement pursuant to OAR 137-047-0280; and
- (3) The protest shall be submitted in writing to MITCH by the closing date and time of the advertisement notice. It shall state the reason the contract should be competitively solicited.

Protests shall be heard by the Board, whose decision shall be final.

4. **Personal Services Contracts - Procurement Requirements (Architect, Engineer, Land Surveyor or related Services).**

Personal services contracts for Architect, Engineer, Land Surveyor or related Services, as defined in ORS 279C.100, shall be formally solicited by **RFP** pursuant to OAR chapter 137 Division 48

except as allowed by OAR chapter 137 Division 48. MITCH will consult with legal counsel prior to soliciting personal services contracts for architects, engineers, land surveyors and related services.

5. **Special Procurement—Authority**

Pursuant to ORS 279A.055, the Board may designate certain service contracts or classes of service contracts as personal services contracts.

In addition to the special procurements designated in #6 below, the Board delegates to the Executive Director the authority and discretion to decide whether a particular type of contract or services falls within the definition of a personal services contract.

6. **Personal Services—Designated**

The Board designates the following classes of service contracts and services as personal services contracts:

a. Classes of service contracts:

(1) Contracts for services performed in a professional capacity, including services of an accountant, attorney, architect, land use-planning, engineer, appraiser, surveyor, medical professional (e.g., doctor, dentist, nurse, counselor), information technology consultant or broadcaster;

(2) Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, filmmaker, actor, director, painter, weaver or sculptor; (3) Contracts for services that are specialized, creative or research-oriented;

(4) Contracts for services as a consultant;

(5) Contracts for educational services; and

(6) Contracts for human custodial care, childcare, mental health care, health services, social and emergency services, and other human services.

7. **Amendments**

Personal services contracts may be amended in accordance with OAR 137-047-0800

8. **Documentation**

Documentation providing evidence of competition shall be maintained by MITCH for all contracts entered into by the public charter school.

9. **Fingerprinting**

If the scope of the work performed by a contractor(s) or his/her employee(s) may result in direct, unsupervised contact with students, he/she will be required to submit to fingerprinting and criminal records checks as required by law.

7. **Payment**

Payment will be made only upon completion of the performance of specific portions of the project or on the basis of an annual or periodic retainer as specified by the public charter school in the personal services contract.

Thresholds for small and intermediate procurements and designated classes are aligned with MITCH past practice for board review and approval of spending limits required to be reviewed by the MITCH board of directors. (DJCA-AR, revised July 2017)

END OF POLICY