RSU 13 2023-2024

Guidance for Educational Services Contracting & Memorandum of Agreements (MOA)

Educational Services Contracting:

Formal contractual agreements are necessary for any educational services that are supported by direct payment of district funds or grant funds under the district's control and supervision.

- **Approved Vendor**. Any service provider entering into a contract must be established as an approved vendor within RSU 13 Accounts Payable prior to providing service. This requires the service provider (either individual or organization) to file an IRS Form W-9 in advance of receiving a contract. Examples of established and approved vendors; Herring Gut Coastal Science Center, University of Maine 4-H, visiting book authors, Mad Science of Maine, special education service providers, School Counselor/Social Worker supervision, professional development services, and many others. In the 2022-2023 school year, the district executed approximately fifty-five of these formal agreements – not including contracting to support summer programming during the summer of 2023.

- **Grants.** Even though a grant may be awarded to a specific school or individual grant applicant, these funds are still to be considered as district funds. Any contracted services being funded from a grant needs to follow all RSU 13 Educational Services Contracting procedures and requirements.

- **Student Activity Accounts**. Student activity accounts are school-based and typically funded via fundraising activities conducted by the school or supporting organizations. Even though these resources are generated via fundraising, they must still be considered as district funds. Consequently, any contracted services being funded via a school's student activity account needs to follow all RSU 13 Educational Services Contracting procedures.

- **Parent Group Activities.** Educational services sponsored and paid for exclusively by a parent group or other non-district affiliated organizations do not require a pre-approved RSU 13 contractual agreement. Payment for services may not be provided by or shared with RSU 13.

- **Field Trip or One-Time Fees.** Associated entrance or activity fees typically do not require an RSU 13 contractual agreement. If a payment is needed on the date of the field trip or activity, the field trip or activity sponsor should request an advanced invoice from the service provider. A payment check can then be generated and delivered to the service provider at the time of service. If an advanced payment check is needed, the submitted invoice should be received by the RSU 13 Accounts Payable at least two weeks in advance of the service date.
    - Caveat - In any instance where a one-time service **fee meets or exceeds $600.00**, the RSU Business Office should be notified in advance to ensure that the service provider is an established and approved vendor within RSU 13 Accounts Payable.

- **Invoicing.** All contracted service providers are required to provide invoices for services. Invoicing terms and expectations are detailed in the contractual agreement and may vary according to vendor. RSU 13 will not pay for contracted educational services in advance. For any service providers requesting payment on the date of service, an advanced invoice may be processed by RSU 13 Accounts Payable to be provided to the service provider on the date of service. Any such requests (with an accompanying invoice) should be received by RSU 13 Accounts Payable at least two weeks in advance of the service date. All invoices must be approved and authorized for payment by the sponsoring administrator, and directed to the attention of Jennifer Colby (accounting@rsu13.org).

- **Advertising – Items for Purchase.** Supplies and materials that are unique to the educational service activity/experience may be provided by the service provider according to terms specified within the contractual agreement. Any non-associated materials or supplies should be provided by the school. Service providers may not advertise, solicit, or provide direct information to students and families regarding purchases of their products or services, and the sponsoring school should avoid endorsing or directing any purchases perceived as being sponsored by or endorsed by RSU 13.

- **Licensing and Criminal History Records Checks (CHRC)**. Terms and expectations for any needed licensing requirements and CHRC are specified in each contractual agreement. The requirement for a verified CHRC is sometimes waived based upon the nature of the service being provided and with the assurance of adequate and constant supervision by RSU 13 personnel.

- **General Terms**: In entering into a contractual agreement with RSU 13, service providers must agree to terms as specified within the contractual agreement. In general, and depending upon the service being provided, this may include terms related to FERPA, confidentiality, service eligibility impacted due to current or past suspensions/disbarments, licensing/credentialing verifications, documentation of any required consents, confirmation of liability insurance if needed, confirmation of health and safety requirements, and conditions for agreement termination.

- **Liability Insurance**. In some instances, a service provider or organization may request a Certificate of Insurance (COI) from RSU 13 as a component of a contractual agreement. In these instances, the sponsoring administrator will need to request the COI directly from **Maine School Management Association Property & Casualty Trust – Requested for COI for Additionally Insured**. Forms and instructions for this are available by contacting the RSU 13 Business Office. In any instance where the provision of transportation of students is a program feature of an approved RSU 13 contract, RSU 13 must request and receive a COI from the service provider or organization prior to beginning services.

- **Leadtime & Confirming Agreements**. In general, educational services should not be initiated prior to confirmation by the Superintendent of Schools - of a mutually agreed to contractual service agreement between RSU 13 and the service provider/organization. A minimum of two to three weeks is typically necessary to process and confirm agreements once all necessary information is received. The sponsoring administrator requesting the contractual agreement should be prepared to provide as much detailed information as possible about the requested service and the designated service provider. The sponsoring administrator will receive a copy of any affiliated contractual agreement once approved, and will be responsible for authorizing and processing any invoices as they are received.

    - Questions and assistance with contracting to the attention of Neal Guyer, RSU 13 Educational Services Contracting (nguyer@rsu13.org; 207-596-6620)
    - Questions and assistance for processing invoices to the attention of Jennifer Colby, RSU 13 Accounts Payable (accounting@rsu13.org)
    - Questions and assistance for MSMA Certificate of Insurance requests to the attention of Anita Folckemer (afolckemer@msmaweb.com; 207-626-2968) & Kati Hunt, RSU 13 Business Manager (kati.hunt@rsu13.org; 207-596-6620/207-380-4401) **See page 5 of this document**.

Memorandum of Agreement (MOA):

Formal MOAs are necessary for service providers providing established and continuing services within the schools of RSU 13 by individuals who are not RSU 13 employees, but by mutual agreement are provided access to students and limited school resources in support of the approved delivery of service.

- **Payments and Compensation.** Service providers operating within RSU 13 schools under the provisions of an approved MOA may not receive any payments or compensation from RSU 13. Payment for services are typically third party, and referred to services funded via Maine Department of Health & Human Services, Maine Department of Justice, MaineCare, private insurance, or grant funding affiliated with a particular community service organization.

- **Services Profile.** A variety of direct services to students may be provided such as individual counseling, group counseling, caseworker consultations, therapy services, provision of homeless support services, the delivery of supplemental educational instruction, etc. Again, the emphasis should be focused on established and continuing MOA services. Occasional school visits by official caseworkers/counselors do not require a MOA to be in place, but should be approved and supervised by an authorized school administrator.

- **School Responsibilities**. Features within an approved MOA may include providing an appropriate work space for the service provider to meet and work with students and families, access to existing phone and other school-based communication devices that are privacy-protected, the use of standard office equipment, access to standard consumable supplies, and other cost neutral resources for service support. Assignment of RSU 13 email accounts or technology devices to MOA sponsored service provider may only occur following consultation and approval involving the authorized school administrator and the RSU 13 IT Director – and with clear conditions of use specified.

- **Access to Student Records and Affiliated Services.** Any access to student records or confidential student information must be pre-approved by an authorized school administrator, and as situations appropriately require – parental permission. With proper and documented consent, MOA service providers may participate in student assistant team meetings, IEP meetings, counseling consults, etc.

- **Licensing and Criminal History Records Checks (CHRC)**. Terms and expectation for any needed licensing requirements and CHRC are specified in each MOA. The requirement for a verified CHRC is sometimes waived based upon the nature of the service being provided and with the assurance of adequate and constant supervision by RSU 13 personnel.

- **General Terms**: In entering into a memorandum of agreement with RSU 13, service providers must agree to terms as specified within the MOA. Depending upon the service being provided, this may include terms related to FERPA, confidentiality, service eligibility impacted due to suspensions/disbarments, licensing/credentialing verifications, documentation of any required consents, confirmation of liability insurance if needed, confirmation of health and safety requirements, and conditions for agreement termination.

- **Leadtime & Confirming Agreements**. In general, defined MOA services should not be initiated prior to confirmation and approval by the Superintendent of Schools. A minimum of two to three weeks is typically necessary to process and confirm MOAs once all necessary information is received. The sponsoring administrator requesting the MOA should be prepared to provide as much detailed information as possible about the requested service and the designated service provider. The sponsoring administrator will receive a copy of any affiliated MOA once approved.

    - Questions and assistance with MOAs to the attention of Neal Guyer, RSU 13 Educational Services Contracting (nguyer@rsu13.org; 207-596-6620)

RSU 13 2023-2024

MSMA Property & Casualty Trust

Request for Certificate of Insurance for Additional Insured

A copy of the agreement/contract with the organization allowing use of facility is required in order to produce the certificate. The certificate will be emailed to the certificate holder if an email address is provided.

MEMBER: ie. AOS, MSAD, RSU, Unions, School System	DATE	CONTACT NAME
EMAIL	TELEPHONE	FAX NUMBER

All sections must be completed in their entirety or certificate may not be produced.

Description of Activity

DATE:	TIME:

Group Sponsoring Activity

NUMBER OF STUDENTS INVOLVED:	GRADE LEVEL OF STUDENTS:
NUMBER OF CHAPERONES:	

Organization that is allowing use of Facility/Equipment to be listed as additional insured. Please confirm the organization's proper name so it is correctly listed on the certificate.

NAME:	
TELEPHONE: FAX:	AUGUSTA, ME 04330

Location of Activity (If Different Than Above)

NAME:	ADDRESS:
TELEPHONE:	CITY, ST, ZIP CODE:

Primary Contact at Above Organization (Email is the preferred method of providing.)

NAME:	ADDRESS, CITY, ZIP CODE:
TELEPHONE:	EMAIL:

Send completed form to Anita Folckemer
EMAIL: afolckemer@msmaweb.com
DIRECT LINE: (207) 626-5445 * FAX: (207) 626-2968 * TEL: 800-660-8484

RSU 13 2023-2024