



Service Agreement Checklist

[For Internal Use Only]

Departments/TrAC offices who intend to engage in a **Services Agreement \$5,001 and over, No Cost Agreement or Revenue Agreement MUST** complete this checklist.

Step 1. Identify Service Type

- Independent Contractor Agreement
- No Cost Agreement
- Revenue Agreement

Step 2. Identify Agreement Type

- District Agreement - *Definition: Agreements that are developed by San Joaquin Delta College. The District has a few agreement templates available for use located at <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/contracts-office>. Confirm with your Department/TrAC manager if the available agreement templates will meet your needs.*
- Non-District Agreement - *Definition: Agreements that are developed by the Service Provider. Administration reserves the right for legal review on all Non-District Agreements. Note: Legal review typically takes three to six weeks.*

Step 3. Complete all information in this step regardless of dollar amount

Department/TrAC Name:

District Staff Member Name Completing the Checklist:

Service Provider Name:

Authorized Signer Name:

Service Provider Email:

Authorized Signer Email:

Service Provider Phone Number:

Authorized Signer Phone Number:

Amount of Agreement:

Term of Agreement (start and end date):

Services cannot start until agreement is signed by both parties. Agreements cannot exceed a 5-year term Per Education Code 81644.

Work Location: (Example, main campus, remote only, etc.)

District may require insurance from supplier depending on the type of work being performed. (Insurance requirement located at: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/purchasing-resources>)

Provide a detailed description of the scope of work for this agreement:

Scope of Services

It is the responsibility of the Departments/TrAC offices to ensure a complete scope of service is provided. Check the boxes below to confirm the following has been identified in the agreement. Leave unchecked if not applicable.

Duties and Responsibilities:

- Detailed description of the scope of services to be provided/preformed is identified.
- Specific tasks have been identified.
- Compensation amount(s) tied to each task(s) (or percentage of work) and the not to exceed amount is identified.
- District and Service Providers responsibilities clearly identified.

Timeline (milestones):

- Start and end date is identified. *(Note: Services cannot start until agreement is signed by both parties. Agreements cannot exceed a 5-year term Per Education Code 81644.)*
- Specific due dates of each task(s) are identified.
- Consequence(s) for missed or delayed milestone dates are identified.

Step 4. Complete Independent Contractor Evaluation (If applicable)

Departments/TrAC offices who intend to employ an **entity/individual worker**, as an independent contractor for the District, **MUST** complete the Independent Contractor Evaluation below following CA Supreme Court "ABC" test standards and select the correct response.

Independent Contractor Evaluation	YES	NO
The worker is free from the control and direction of the hirer in connection with the performance of the work, both under the contract for the performance of such work and in fact;	<input type="checkbox"/>	<input type="checkbox"/>
The worker performs work that is outside the usual course of the hiring entity's business; and	<input type="checkbox"/>	<input type="checkbox"/>
The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the hiring entity.	<input type="checkbox"/>	<input type="checkbox"/>

If you have selected **YES** to **ALL** statements above, you have confirmed your Department/TrAC office is employing an independent contractor.

If you have selected **NO** to **ANY** of the statements above, then the individual is **NOT** an independent contractor.

REMINDER: A District employee **cannot** be employed as an independent contractor. If a District employee is hired to perform a service outside the scope of his/her normal duties, he/she **MUST** be paid through the payroll process.

Is the entity/individual a current District Employee	YES <input type="checkbox"/>	NO <input type="checkbox"/>
--	------------------------------	-----------------------------

For Human Resources Use: Live Scan and TB Test Required (Y/N) _____ Completed: _____

HR Approval Signature: _____ Date: _____

Step 5: Obtain signature from the Department/TrAC Office Manager and Area Vice President

Manager Name & Title: _____

Manager Signature: _____ Date: _____

Vice President Name & Title: _____

Vice President Signature: _____ Date: _____

Step 6. Submit agreement to Purchasing for processing

If Service Type is No Cost or Revenue: Submit this completed Service Agreement Checklist and **Unsigned** Agreement via **DocuSign** to purchasing@deltacollege.edu. Purchasing will route the agreement for final signatures.

All Other Agreements: Submit an **Oracle requisition** which will require this completed Service Agreement Checklist and **Unsigned** Agreement and any other back up documentation. Once the requisition is submitted it is routed to the fiscal officer for approval, once approved the requisition will be submitted to Purchasing for review and processing.

Supplemental Notes:

NOTE: New Suppliers requiring payment from the District will need to complete a Supplier Registration Form W9 located at: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/purchasing-resources>. Please attach the Supplier Registration Form to the requisition.

*NOTE: If an amendment is needed to an **existing** agreement, complete the amendment request form located at: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/contracts-office>.*

NOTE: Agreements can only be signed by an authorized District Signer. Per SJDC Board Resolution #16-28 effective August 16, 2016, the following Executive Leadership Team, as defined by the Superintendent/President, shall be and hereby are appointed as authorized agents for this District; each is empowered, authorized, and directed to enter into, sign, and otherwise assign contracts and agreements in the name of San Joaquin Delta Community College District.

Executive Leadership Team

- Superintendent/President
- Assistant Superintendent/Vice President of Student Services
- Assistant Superintendent/Vice President of Instruction and Planning
- Vice President of Administrative Services
- Vice President of Human Resources and Risk Management