**INDEPENDENT CONTRACTOR CERTIFICATION** (PAGE 1 OF 2)

**Requirements for Hiring ConsultantS**

All consultants require a Consultant Service Agreement. In addition, all individuals who receive payment directly from the District (check made out to the person’s name, not a company or firm) must qualify as an Independent Contractor as defined by the IRS. Please contact Human Resources to hire anyone who does not qualify.

The District will not pay an individual as a consultant if they have been determined to be an employee by the IRS. If the consultant satisfies all the criteria to be paid as an Independent Contractor, submit this form with the Consultant Services Agreement and your Requisition to the Purchasing Department.

Use the evaluation below to identify individuals that are Independent Contractors and can be paid as Consultants. Your answers should be based on what the proposed contractor will actually be doing, not on recitals in any agreement. This applies to contractors paid as individuals, not through a business.

IF HIRING A COMPANY OR FIRM DO NOT FILL THIS OUT – SKIP TO CONSULTANT SERVICE AGREEMENT

**To be completed by the site, not the contractor!**

**INDEPENDENT CONTRACTOR WORK DESCRIPTION**

Contractor Name:

Phone:                               Fax:

E-mail (optional:

Brief description of proposed services:

**WORKERS DEEMED INELIGIBLE BY THE IRS**

IRS publication SWR 40, “Public Schools and Employment Taxes,” lists workers that the IRS has already determined to be employees. What the district calls the individual is irrelevant to the analysis of the employment relationship. **These workers cannot be hired as consultants**.

These are individuals performing the duties of:

Administrators

ASB Workers

Athletic Coaches

Attendance/Outreach Consultants

Cafeteria Workers

Clerical Staff

Examination Monitors

Individuals “filling in” on interim basis\*

Interim Employees\*

In-Service Trainers\*

Librarians

Licensed Clinical Social Workers

Occupational Therapists\*

Nurses

Proctors

Program Coordinators

Psychologists

SAT Prep Class Teachers

School Bus Drivers Counselors

Specialty Teachers (art, music, drama, science, muralists working with students etc...)

Substitute Teachers/Instructors

Teachers/Instructors

Tutors

\*Added based on employment relationship

If this Consultant is doing one of the above duties, **STOP HERE** and contact either classified or certificated personnel. Do not complete a Consultant Agreement. If you are still not sure, complete the questionnaire below to determine if your Consultant is a true Consultant or an employee and return to Purchasing Services for determination.)

**INDEPENDENT CONTRACTOR CHECKLIST** Common Law Factors (IRS Revenue Ruling 87-41)

**Check items that are true for the worker you intend to hire:**

[ ]  **No instructions:** The worker will not be required to follow explicit instructions to accomplish the job. The District may provide job specifications, however.

[ ]  **No training:** The worker will not receive training provided by the District. The worker will use independent methods to accomplish the work.

[ ]  **Others can be hired:** Independent contractors are hired to provide a result and usually have the right to hire others to do the actual work.

[ ]  **Work not essential to the District:** The District’s success or continuation does not depend on the services of the worker.

[ ]  **Right to hire others:** The worker is being hired to provide a result, and will have the right to hire others for actual work.

[ ]  **Control of assistants:** Assistants hired at worker’s discretion; workers responsible for hiring, supervision, and/or payment of assistants.

[ ]  **Not a continuing relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.

**INDEPENDENT CONTRACTOR CERTIFICATION** (PAGE 2 OF 2)

[ ]  **Own work hours:** Worker will establish work hours for the job

[ ]  **Time to pursue other work:** Since specific hours are not required, worker may work for other employers simultaneously.

[ ]  **Order of work:** Independent contractors determine the order and sequence in which they will perform their work.

[ ]  **Job location:** Worker controls job location: no direction or supervision, whether on the District’s site or not.

[ ]  **Order of work:** Worker, rather than the District, determines order or sequence of steps in performance of work.

[ ]  **No interim reports:** Only specific pre-determined reports defined in the contract document.

[ ]  **Basis of payment:** Worker paid by the job, rather than time expended. Total compensation set in advance of starting the job.

[ ]  **Business expenses:** Worker is responsible for incidental or special business expenses.

[ ]  **Tools and equipment:** Worker furnishes the tools and equipment needed for the job.

[ ]  **Significant investment:** Worker can perform services without using the District’s facilities. Worker’s investment in own trade is real, essential, and adequate

[ ]  **Possible profit or loss:** Worker does these (check valid items)

[ ]  hires, directs, pays assistants

[ ]  has equipment, facilities

[ ]  has continuing and recurring liabilities

[ ]  performs specific jobs for prices agreed upon in advance

[ ]  worker’s services affect own business reputation

[ ]  **Work for multiple employers:** Worker may perform services for more than one employer simultaneously

[ ]  **Services available to the general public:** (check valid items)

[ ]  maintains an office

[ ]  business license

[ ]  business signs

[ ]  advertises services

[ ]  lists services in business directory

[ ]  other (explain)

[ ]  **Other:**

**SITE/Department CERTIFICATION**

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of Independent Contractor status, including the Independent Contractor Checklist, have analyzed the application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal Independent Contractor status.

Site/Department Requesting Service:

Site/Department Contact:       Phone

**PRINCIPAL/MANAGER SIGNATURE:** Date

**Submit to Purchasing Services with Consultant Services Agreement and Requisition**

**CONSULTANT SERVICE AGREEMENT page 1 of 2

This Agreement made and entered into this date,       by and between Pajaro Valley Unified School District hereinafter called the “*District"* and
hereinafter called the *“Consultant”. Name of Consultant or Firm
\**This Agreement is not an authorization to proceed. A Purchase Order is required prior to commencement of services.

**Term** *(Enter Start Date - End Date or dates of performances, workshops etc.):*

This agreement expires fiscal year end June 30. All services must be completed and invoiced by June 30. Services scheduled to be performed after June 30 require a new agreement and purchase order prior to commencement.

**Scope of Work** *(Description of services provided or title of workshop/performance):*

Attach additional description, proposals or contracts if needed. All vendor contracts must be approved and signed by the Director of Purchasing prior to District commitment.

**Compensation**

**Total amount billed shall not exceed** *(Total PO amount):* $

This is the Contract Limit for services performed and costs incurred for the term of the Agreement and mustcover **all of Consultants’ expenses, including supplies, travel, lodging, and meals.** Consultant must return an invoice to the department/site to be signed by an administrator to verify that services have been received. Payment shall be made to the Consultantwithin thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. All services must be completed and invoiced by June 30.

**payment plan** (*choose one*)

[ ] Single payment at a flat rate for completed project. This is PVUSD’s preferred payment plan.

[ ] Multiplepayments for time worked or per workshop, performance, completed portion of project or person: Fee must include all expenses such as supplies, travel, lodging etc. Payment $       per

AB 1610, 1612 and 2102 Compliance (*Consultants having more than limited contact with students require fingerprinting.)*

[ ]  Consultant will be on campus on a regular basis (more than once) while students are present (attach Criminal Records Check form).

[ ]  Consultant *will not* be on campus on a regular basis while students are present (fingerprints not required).

INdependent Contractor

 Consultant will provide services under this agreement as an independent contractor and not as an employee of the District. District will not withhold Federal or State Income Tax deductions from payments made to Consultant under this agreement. Consultant must provide District with his/her Social Security number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by IRS.

**By acceptance of this Consulting Agreement the Consultant:**

1. Agrees to indemnify and hold the District harmless from acts of neglect of the consultant.
2. Asserts that he or she is qualified to perform the work ordered as an independent contractor, with no conflict of interest.
3. Agrees to keep confidential all proprietary information of the District.
4. Certifies that he or she is not receiving salary or remuneration, other than vacation pay, from any other public agency for the above-specified project.
5. Certifies that he or she is not receiving salary or remuneration from the District Payroll Department (includes substitute services, after school programs, coaching etc…).
6. Early Termination – either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
7. Consultant is responsible for own expenses, which includes travel, lodging, and meals. Expenses are not reimbursable by the District.
8. Ownership: the District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographs, or other reproductions of any kind in the scope of the services performed, and no other uses therefore will be permitted except by permission of the District. Proprietary material will be exempted form this clause.
9. Insurance: The District reserves the right to require any independent contractor to maintain general liability insurance during the term of the contract. Based on the duration and type of services to be performed, the District requires up to the amount of $1,000,000.00. The Contractor shall obtain and furnish Proof of Worker’s Compensation insurance if applicable.
10. Certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.

CONSULTANT SERVICE AGREEMENT page 2 of 2

**CONSULTANT INFORMATION**

Please Print or Type

Check Payable to:

 *Consultant or Firm name as it will appear on the check*

Mailing Address

 *Street or PO Box, City, State, Zip*

Social Security Number:      or Tax ID #:

Phone:       Fax:

E-mail (optional):

**PERS and STRS COMPLIANCE**

The following must be completed by individual consultants (consultant firms should disregard it).

A. Are you now, or have you ever been, a member of the Public Employees' Retirement System(PERS) or the State Teachers Retirement System (STRS)?

 [ ]  No [ ]  Yes If yes: [ ]  PERS or [ ]  STRS

B. Are you now, or have you ever been, an employee of PVUSD or any other federal, state or local government agency?

[ ]  No [ ]  Yes If yes: Last Date Paid:
I certify that all services shall be rendered at time other than my regular assigned workday at that agency.

*Note: Individuals paid as a consultant but later hired by PVUSD as an employee (ex: as a substitute teacher) will be subject to payroll taxes for all earnings accrued in the calendar year hired, including any consultant fees earned in that year.*

**FOR FEDERALLY FUNDED PROGRAMS**

 “I certify that I am not, nor have not, been debarred or suspended by any Federal Government Department or Agency from doing work which I am now being contracted to do by Pajaro Valley Unified School District.”

***Consultant Initials:***       ***Date:***

**CONSULTANT ACCEPTANCE**

To the Governing board of Pajaro Valley Unified School District:

“I agree to the arrangements as stated in this contract. I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately.”

***Consultant Signature*:**  ***Date***

*\*This Agreement is not an authorization to proceed. A signed copy of this agreement will accompany the Purchase Order authorizing services to begin.*

*Fax or email signed Agreement to Site/Department requesting services:*

**SITE/Department Acceptance**

Site/Department Requesting Service:

Site/Department Contact:       Phone:

Site/Department Email:       Fax:

***Principal/Manager Signature:***  ***Date***

*\*This Agreement is not an authorization to proceed. The original signed Agreement must be received in the Purchasing prior to issuing a Purchase Order.*

**DISTRict ACCEptance**

***Richard Arellano, Director of Purchasing:***  ***Date***

*\*Signature required prior to issuing a Purchase Order.*

*to be completed by Site/DEpartment*

Attachments Sent to Purchasing Department:

 [ ]  Requisition #

 [ ]  Independent Contractor Certification - Only required for POs made out to individuals (not a Firm). To be completed and signed by Principal/Manager. Please contact HR to hire individuals who do not qualify as Independent Contractors.

 [ ]  Criminal Records Check - Only required for Consultants working on campus on a regular basis with students present.

 [ ]  Proposal/Additional Description/Unsigned Vendor Contract - The Director of Purchasing will sign vendor contracts in compliance with District policies and return to vendor with PO. Site/Departments should not sign vendor documents.

 [ ]  W-9 Form Taxpayer Identification

 ONLY REQUIRED FOR CONSULTANTS HAVING MORE THAN LIMITED CONTACT WITH STUDENTS:

Consultant will be on campus on a regular basis (more than once) while students are present.

**CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK**

***AB 1610, 1612 and 2102***

To the Governing Board of Pajaro Valley Unified School District:

I certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at       California on       .

***Consultant Signature*:**  ***Date***

Please Print

Name:

Mailing Address

 *Street or PO Box, City, State, Zip*

Social Security Number:      or Tax ID:

Phone:       Fax:

*Consultant/Contractor: Please submit this certification to Site/Department with Consultant Service Agreement if required.*

**Fingerprinting Guidelines:**

**Education Code Section 45125.1 in relevant part:**

1. If the employees of an entity which has a contract with the school district to perform janitorial, administrative, grounds and landscape maintenance, transportation, food-related services, or has more than limited contact with students as defined by the school district, those employees must have their fingerprints submitted to the Department of Justice;
2. The department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of criminal history;
3. An entity with a school district contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.
4. The entity must certify that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Sect 4512231.
5. The entity must provide a list of names of employees who may come in contact with pupils.

**More than limited contact as defined by PVUSD:**

In determining that a contract employee has more than limited contact with pupils, the PVUSD considers the following circumstances:

1. The contractor will be on school grounds for more than a limited length of time, or on numerous occasions.
2. Pupils will be in proximity to the site where the contractor will be working.
3. The contractor will be working by himself or herself, without other school employee’s supervision.

# W-9 Form

**Taxpayer Identification Number Request**

Under Federal regulation 1604-1, you are required to provide us with your taxpayer identification number (TIN). If you fail to furnish this information you may be subject to a $50 penalty and imposed by the IRS and all payments made to you and/or your firm will be subject to a 30% backup withholding. **We are required to obtain your TIN even if you are not subject to Form 1099 reporting.**

The 30% backup withholding will be deducted from our payments to you and sent to the IRS. Backup withholding is not a failure to pay you; it is an advance tax payment, which you can take as a credit when you file your federal income tax return.

**Instructions:** Complete **Part 1** below that corresponds to your tax status. Complete **Part 2** if you are exempt from Form 1099 reporting. **Part 3** sign, date and return form.

**Part 1 TAX STATUS** (complete applicable area)

**Individuals** (please print)

|  |  |
| --- | --- |
| **Name** | *Social Security No.* |
|       |       |

**Sole Proprietor** (Enter your **individual** name as shown on your social security card. You may enter your business, trade, or “doing business as” name on the **business name** line)

|  |  |  |
| --- | --- | --- |
| Business Owner’s Name | *Employer Identification No. or SSN* | Business or Trade Name |
|       |       |       |

*(If you complete this section for Sole Proprietor, please also complete the section for Individuals. This information is required for the State of California Independent Contractors Report.)*

**Partnership** (Enter the trade or business name of the partnership, or if none, the last name of the first partner listed on Form 554 on which the IRS issued the TIN)

|  |  |  |
| --- | --- | --- |
| **Name of Partnership** | *Employer Identification No* | Partnership Name on IRS records |
|       |       |       |

**Corporation** (Enter the business name as shown on required Federal tax documents)

|  |  |
| --- | --- |
| Name of Corporation or Entity | *Employer Identification No.* |
|       |       |

**Part 2 EXEMPTION:**

 [ ]  Check if exempt from Form 1099 reporting and circle your qualifying exemption:

1. Corporation (other than medical/health care or legal services provider)
2. Tax Exempt Charity 501 (a) or IRS
3. A State, District of Columbia, a U.S. possession or any political subdivisions
4. A foreign government or any of its political subdivision

**Part 3 CERTIFICATION:**

 I certify under penalty of perjury, the Tax Identification Number is correct.

Person completing this form       Telephone

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**