



2024-25 PURCHASING MANUAL

To acquire goods, services, and construction work in strict compliance with local, state, and federal regulations, while ensuring fair competition, cost efficiency, and legal compliance throughout the process.

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PURCHASING MANUAL INTRODUCTION



The intent of this manual is to acquaint District personnel with the basic procedures to be used when purchasing supplies, materials, equipment or services. The Business Department's goal is to provide an organizational structure that will effectively control the procurement and distribution of all goods and services and to ensure that the District is in compliance with all legal and State requirements and Governing Board policies. By adhering to the manual, we also ensure that goods and services are obtained at competitive prices in a manner that guarantees fairness in the selection of contractors and minimizes opportunities for fraud, waste and abuse.

This manual is in compliance with the Government Code of the State of California, sections 54202 and 54204, which mandate the following: 54202: Every local agency shall adopt policies and procedures, including bidding regulation, governing purchases of supplies and equipment by the local agency. Purchases of supplies and equipment by the local agency shall be in accordance with said duly adopted policies and in accordance with all provisions of law governing the same. No policy, procedure, or regulation shall be adopted which is inconsistent or in conflict with this statute. 54204: If the local agency is other than a city, county, or city and county, the policies provided for in section 54202 shall be adopted by means of written rule or regulation, copies of which shall be available for public distribution.

The District budget represents several months of preparation. It provides the fiscal resources to implement the District's annual instruction, personnel, and operational goals.

Once the expense plan is adopted by the Governing Board yearly in June, it is important that it be continually monitored to ensure that personnel assignments and purchases of materials and services are held within the limits of the budget.

The monitoring process will be accomplished by reviewing monthly financial reports and pending purchase order files. Each month, managers should review their Budget Reports (Fiscal02), which will show them their approved budget in all expenditure categories, their expenses for the current month and year-to-date, encumbrances and balances remaining for each account number. By comparing pending purchase order costs and account numbers with data in the reports, the manager can see what funds are remaining and can determine if sufficient funds are available to make future purchases.

The Business Office has overall responsibility for budget oversight. However, Site Principals and Program Managers are part of the partnership, and have a responsibility for using proper account numbers on requisitions and ensuring that payroll reports reflect the program and account number in which employees are assigned. A complete listing of account numbers is included in the budget. Managers are also responsible for verifying funds availability before committing the District to any expenditure.

Should the review of financial reports show an imbalance occurring or developing in any account, the Chief Business Officer (CBO) and/or Director of Fiscal Services, Site Principals and/or Program Manager.

**PURCHASING MANUAL
INTRODUCTION**

The following chart outlines the roles and responsibilities assigned to those involved in the District purchasing process:

Board of Education	Establishes a purchasing policy to ensure goods and services are purchased in a prompt, cost effective and legal manner.
Assistant Superintendent of Business Services	Establishes, by direction of the Board of Education and the Superintendent, District purchasing procedures to ensure that requests for purchases receive the proper review and follow Board policy. Reviews and approves all purchases.
Employee	Identifies the need and obtains approval of the responsible site and/or program manager(s), to initiate the purchasing process for goods and services.
Site or Department Supervisor	Ensures funds are available, ensures purchase is in compliance with fund restrictions, approves purchase and submits Purchase Requisition to Accounting for review.
Fiscal Department	Verifies correct usage of budget codes. Ensures purchase is in compliance with fund restrictions. Reviews back-up documentation. Presents to the Director of Fiscal Services for review. Processes Purchase Orders.
Office/D.O. Staff	Receives all goods and verifies accuracy of delivery. Forwards receiving or proof of delivery to Accounts Payable. Delivers goods received to the appropriate Site/Department.
Accounts Payable	Pays the vendor after the materials, equipment or services are received and invoice has been submitted by the vendor. Submits back up documentation to the County Superintendent of School (MCOE- Monterey County Office of Education).

**PURCHASING MANUAL
PROCUREMENT THRESHOLDS**



The following thresholds apply to equipment, materials (except instructional), supplies, goods, services (except construction and professional), and repairs (non-public project). All contracts and agreements can only be signed by a District authorized signer.

The table below is a combination of both Federal and State regulations. In any case where there is a difference between the Federal and State code, the stricter of the two is adhered to. This is only meant as a quick reference. Further definitions, including exemptions, are contained in various government codes including, but not limited to, Public Contract Code 20110-20118.4

Method	Dollar Range	Description/Procedure
Micro Purchase (Informal)	Less than \$10,000	<p>Used in order to expedite the completion of our lowest dollar transactions and minimize the associated administrative burden and cost. Considered a subset of the Small Purchase method. May be used when the annual aggregate cost of a supply or service does not exceed the threshold.</p> <p>Contact the Fiscal Department for either of the following: Purchase which involves labor costs in excess of \$1,000 (Field Contract) (LC 1771), or any service which will alter our facility, including anchoring equipment.</p> <p>Standard purchasing procedures apply.</p>
Small Purchases (Informal)	\$10,000- \$114,500	<p>May be used when the annual aggregate cost does not exceed the threshold. Contact the Purchasing Department for either of the following: Purchases which involve labor costs in excess of \$1,000 (Field Contract) (LC 1771), or any service which will alter our facility, including anchoring equipment.</p> <p>Multiple quotes are not needed for instructional materials. However, it is our duty to maximize the value of the taxpayer dollars and therefore comparative pricing should be sought when warranted (PCC 20118.3)</p> <p>A minimum of three (3) WRITTEN quotes is required. When requesting quotes for equipment, materials, supplies or goods, always request any available government pricing via State, Cooperative Purchasing Group or Piggyback contract. Quotes must be attached to the requisition. (2 CFR, Section 200.320 (b))</p>
Large Purchases	Over \$114,500* *as of Jan. 1, 2024	<p>Formal bidding procedures must be used when the annual aggregate cost exceeds the threshold. This includes Sealed Bids and Requests for Proposals (RFP's).</p> <p>Requirements are outlined in legal code, including but not limited to, Public Contract Code section 20110-20118.4.</p> <p>Not required for instructional materials. (PCC 20118.30 (2 CFR, Section 200.320© (d)) (PCC 20110-20118.4)</p>

**PURCHASING MANUAL
PROCUREMENT THRESHOLDS**

The following thresholds apply to public works.

Our District is governed under the **California Uniform Public Construction Cost Accounting Act (CUPCAA)**, applicable to public works. The table below is only meant as a quick reference. Further definition is contained in various government codes including, but not limited to, Public Contract Code 22000-22045. Bid limits may change through the legislative process; therefore, one should verify limits on the State Controller's website.

Project Cost	Requirements
\$1,000 or less	<ol style="list-style-type: none"> 1. Written quote on Contractor letterhead 2. Contractor is registered with the Department of Industrial Relations (DIR) (LAB 1725.5) 3. Contractor is licensed (LAB 1725.5) 4. Contractor is insured for the following as required by District minimums • Commercial General Liability including Additional Insured Endorsement • Automobile Liability <ul style="list-style-type: none"> • Worker's Compensation (LAB 1725.5) • Any other type of insurance as may be required
\$1,000.01 to \$4,999.99	<ol style="list-style-type: none"> 1. Written quote on Contractor letterhead 2. Contractor is registered with the Department of Industrial Relations (DIR) (LAB 1725.5) 3. Contractor is licensed (LAB 1725.5) 4. Contractor is insured for the following as required by Field Services Contract • Commercial General Liability including Additional Insured Endorsement • Automobile Liability <ul style="list-style-type: none"> • Worker's Compensation (LAB 1725.5) • Any other type of insurance as required by Field Services Contract 5. Field Services Contract including: <ul style="list-style-type: none"> • Prevailing Wage Certification (LAB 1771) • Fingerprint Certification, if applicable (EDC 45125.2)
\$5,000 to \$60,000	<ol style="list-style-type: none"> 1. Multiple written quotes (typically three) on Contractor letterhead. Remaining requirements apply to selected quotes, beginning with the lowest cost quote. 2. Contractor is registered with the Department of Industrial Relations (DIR) (LAB 1725.5) 3. Contractor is licensed (LAB 1725.5) 4. Contractor is insured for the following as required by Field Services Contract • Commercial General Liability including Additional Insured Endorsement • Automobile Liability <ul style="list-style-type: none"> • Worker's Compensation (LAB 1725.5) • Any other type of insurance as required by Field Services Contract 5. Field Services Contract including: <ul style="list-style-type: none"> • Prevailing Wage Certification (LAB 1771) • Fingerprint Certification, if applicable (EDC 45125.2) <p>All contracts must go to the Board for approval/ratification.</p>
\$60,000.01 to \$200,000	Informal bidding procedures as outlined in Public Contract Code section 22030- 22045
Exceeds \$200,000	Formal bidding procedures as outlined in Public Contract Code section-20118.4

PURCHASING MANUAL

PURCHASING PROCEDURES

The following provides a general overview of procedures for the purchase of goods and services. Sound purchasing procedures are necessary to ensure that materials and services are cost effective; funds are available and charged to the appropriate programs and accounts. This supports the budget overview process.

Procedures for Issuing a Purchase Requisition

1. Determine the item or service to be ordered. Identify the budget account code to be charged. If there are not enough funds in the appropriate budget account, a budget transfer will need to be generated and approved by the Business Office before a requisition can be signed off to purchasing.
2. Enter a Purchase Requisition:
 - a. Indicate an accurate description and specifications for every item listed including brand name(s), model or catalog number(s) size, color, etc.
 - b. The cost of each item ordered should be properly entered along with the quantity.
 - c. Include delivery charges, if applicable.
 - d. California sales tax must be paid on all taxable items. Note that even if an out-of-state vendor does not charge sales tax directly, the District is required by State law to submit the appropriate amount of sales tax to the Franchise Tax Board. Therefore, sales tax should always be applied to all applicable items.
 - e. Verify the shipping/delivery address where items will be sent.
3. Send the requisition forward for approval. The Requisition will be routed to site administrator or department manager responsible for approval. He/she is responsible for verifying that funds are available for the expenditure. He/she is also responsible for ensuring the expenditure is in compliance with any fund restrictions. (Available funds may be determined by review of Financial Activity Report or Accounts lookup) Signing off on the Purchase Requisition will send it to Director of Fiscal Services for review.
4. Attach documents electronically to the requisition Reference the Requisition number on all supporting documents so they may be matched correctly.
5. Requisitions containing incomplete or incorrect information will be returned to school sites or programs for completion or correction.
6. Requisitions with account numbers which are incorrect or which have insufficient funds for the purchase will be returned to the originator so that corrections to the expenditure account or a request for a budget transfer or revision can be made to support the desired purchase.
7. All lottery or equipment purchases are subject to examination for compliance with budgets approved by the Chief Business Officer.
8. ***Expenditures for more than \$5,000 must have prior Board approval.***

Requisitions will be initiated by the Principals and Managers. **REQUISITIONS ARE ONLY A REQUEST FOR PURCHASE ORDER AND DO NOT AUTOMATICALLY AUTHORIZE THE PURCHASE.** The originator will verify account and budget availability prior to forwarding to the Business Office.

Upon verification of availability of funds and proper account code structure by the Director of Fiscal Services and/or the CBO, they will approve the requisition and a PO number will be assigned automatically by our financial system – Escape. Except for purchases of recurring supplies, which are specifically authorized by the CBO and/or Director of Fiscal Services, no open purchase orders or orders that do not provide complete item descriptions will be used.

PURCHASING MANUAL

PURCHASING PROCEDURES

After completion by Principals and Managers, requisitions will be forwarded to the Business Office for approval. For emergency requisitions, please contact the CBO and/or Director of Fiscal Services to expedite the approval process and to avoid delays.

All requisitions will be generated in our Escape financial system. Once the requisition is approved, the purchase order will be returned to the school site/dept. Merchandise must be verified as to quality and quantity at the time it is received. When the merchandise is received, it must also be identified as received in our Escape financial system to verify that the purchase order is ready for payment. If a partial shipment is received on a large order, then only that portion of the purchase order should be “received” in the accounting system to initiate partial payments. The staff member receiving the merchandise has the responsibility to ~~insure~~ ensure that the district receives the correct merchandise before signing the shipping document and “receiving” the merchandise in our financial system.

- Any purchase related to furniture or appliances must be pre-approved by the Director of Facilities, Maintenance, Operations and Safety. Any purchase related to technology (hardware/software) must be pre-approved by the Director of Technology.
- Purchase orders for maintenance and operations projects will identify the project on the purchase order and provide a complete bill of materials for the project. Purchase orders for contracts will be made out for the entire contract price, not individual payments.
- Confirming purchase orders to authorize materials or services already received or ordered will not be used without the approval of the CBO. Credit cards are mostly used in situations where purchase orders are not accepted such as airfare, hotels, and conferences. School sites are asked to consolidate orders for instructional and general supplies to not more than one order per month.

When merchandise is returned, the person returning the merchandise must obtain a receipt stating that the item has been returned for credit, and a copy of the receipt must be forwarded to Accounts Payable in the Business Office to assure that the district received proper credit. All packing slips, invoices, statements must be sent to the Business Office to the attention of the Accounts Payable Department.

Business Department Procedures

1. The Director of Fiscal Services reviews the requisition’s budget code and ensures the purchase is in compliance with fund restrictions. The requisitions are returned to the originator, or proceed with the Purchase order process.
2. The submitter should review their information for accuracy, verifying vendor and pricing information when creating a purchase requisition.
3. The Purchase Order is then forwarded to the vendor by the method that will ensure that the ordered goods or services are delivered when needed. The vendor should send a copy of the invoice to Accounts_payable@nmcusd.org
4. A Purchase Order is required for all services and materials. The District [is NOT obligated to pay](#) for anything that has been ordered without a Purchase Order.
5. Order is shipped directly to the Site or FMOT Site (if necessary).
6. When goods/services have been received not only at the site but ALSO in Escape, the originator signs and dates the packing list Ok to Pay and sends it to Accounts Payable to ensure payment of the invoice.
7. If you have not received your shipment in a timely manner (two weeks), please contact the vendor to inquire about the status of your order.
8. All returns and exchanges need to have a return merchandise form filled out and sent to Accounts Payable.

PURCHASING MANUAL

PURCHASING PROCEDURES

Purchases from Categorical Funds

Categorical Programs are those programs such as Special Education, Title IV, Title I, etc., that are separately funded by either the State or Federal government. Purchases from these funds must meet the specific requirements of the program, and are often subject to additional auditing procedures by the granting government agency, or the District's independent auditor.

Purchases made with Title I funds must be approved by the School Site Council and noted in the Site Council minutes or the Single Plan for Student Achievement. Purchase Requisitions must include in the description the corresponding SPSA Goal number or the date the SSC approved the expenditure.

Purchases of Equipment

The State Accounting Manual, as well as District internal control procedures, requires that all equipment valued at or above \$500 be tagged as District property, inventoried and tracked. After the item is received an inventory tag will be placed on the item by the MOTF or IT staff accordingly.

Purchase Orders

Purchase Orders (P.O.'s) are legal documents that obligate the District to pay for items that are being ordered. A purchase order is the District's promise to pay, once an item is delivered and accepted by the District.

Conversely, without a properly approved and issued PO the District is under no obligation to pay for goods or services received, even if the goods or services were procured by a District staff member.

- Single Use PO: For a specified quantity ordered once (ordered-delivered-paid).
- Open PO: For repetitive, undetermined purchases of small value or quantity.

PURCHASING MANUAL VENDORS



New Vendor

In order for a vendor to obtain a NMCUSD vendor number, a site/department shall initiate the New Vendor Request Form for processing. The vendor number is for facilitating the payment process against a contract and/or purchase order. There is no “approved vendors list” at this time and a vendor with a vendor number in NMCUSD’s system does not imply that a vendor is an “approved vendor.” It simply indicates that NMCUSD’s may have already done business with the vendor and a vendor number may already be available for use.

1. If you want to enter a requisition for a vendor that is not currently in Escape, you will need to submit a New Vendor Request Form to request a New Vendor Setup. It is important to have all information to be processed accordingly.
2. Have the vendor complete a W-9 form (*).
3. Verify the payment address if different than the physical address.
4. Once you have both items completed, provide to the Accounts Payable department via email to accounts_payable@nmcusd.org

*Requesters must send the request to A/P in order to avoid outside companies requesting to be added as a vendor when we are currently not doing business with them. Please make sure to include your names as the “Requestor”. This way we’ll know who to contact once the vendor is added.

Invoices

It is the responsibility of the Site Requestor to make sure the vendors know that ALL invoices should be sent to the District Office. All invoices must be redirected to the Accounts Payable (A/P) department and emailed to the following email address: accounts_payable@nmcusd.org and alternatively be mailed to:

**North Monterey County Unified School District
Attn: Accounts Payable
13990 Castroville Blvd.
Castroville, Ca 95012**

Vendor Relations

Unless pre-approved in writing by an employee authorized by the Governing Board, vendors are required to obtain a valid purchase order from a District employee prior to conducting any service or supplying any materials or equipment.

No District employee or Governing Board member shall accept personal gifts, commissions or expense-paid trips from individuals or companies selling equipment, materials or services required in the operation of District programs. This policy does not prohibit employees from accepting promotional or advertising items such as calendars, desk pads, notebooks or other office supplies, or attending informative lunches and seminars, which are offered by businesses free to all as part of their public relations and information programs.

Authorized staff may visit a vendor’s place of business to acquaint themselves with a product line and to determine the company’s capability to serve the District.

Our District is inclusive of all vendors that want to participate in our solicitations, promoting a procurement environment of free and open competition, rooted in fairness and integrity. All vendors are equally afforded the opportunity to provide the District with their potential “best value” solutions to the District’s needs. (2 CFR, Section 200.321).

PURCHASING MANUAL

VENDORS

Vendor Suspension and Debarment

Federal regulations require checking for suspension and debarment of vendors with aggregate contracts of \$25,000 or more per fiscal year.

Any new or re-activated vendors will be checked for debarment or suspension, with a printout of the result will be placed on file.

Checking for debarment or suspension is done as follows:

1. At the Federal level, a list of contractors found NOT to be presently responsible, and therefore suspended or debarred, is found on the System for Award Management (SAM). The website is www.sam.gov.
2. At the State level, the Department of Industrial Relations (DIR) Division of Labor Standards Enforcement (DLSE) maintains a list of contractors barred from bidding on, accepting, or performing any public works contracts, as either a contractor, or subcontractor. The website is www.dir.ca.gov/dlse/debar.html. (2 CFR, Section 200.213) (2 CFR Appendix II to part 200[H]) (LAB 1725.5[a][2][D]) (SVUSD AR 3230).

PURCHASING MANUAL CONTRACTS FOR PROFESSIONAL SERVICES



When it has been determined that a specific service is required but cannot be performed by District employees, nor from any other public agency at no cost to the District, the District may then choose to have these services provided by an independent contractor (consultant) with a Consultant Service Agreement.

The Internal Revenue Service (IRS) has very specific guidelines regarding whether an individual is an employee or an independent contractor (consultant).

In general, consultants are individuals independent of the District who give professional advice or services, are in business for themselves, offer their services to the general public (usually working for more than one client), set their own working hours and conditions, are self-supervised and self-trained, have an investment in their own tools, equipment and facilities, and do not consider themselves an employee of the District.

In contrast, an individual is considered an employee when the District has the authority to direct the individual who performs the services, not only as to the results to be accomplished, but also as to the details and means by which they are accomplished. The District sets the hours and place of work, provides supervision, training, and tools, and evaluates the employee. The regularity, continuity and exclusivity of the relationship between the District (employer) and the employee also aid in determining whether an employee or consultant relationship exists.

If you need help in determining if a person is an independent contractor or employee, contact the Business Office for help.

Instructions for Consultant Service Agreement

Obtain a Consultant Service Agreement from Purchasing or District website, attached to the New Vendor Request Form. At a minimum, the contract should contain the following elements:

- Term of the contract
- Amount to be paid
- Payment schedule
- Description of services to be provided
- All contracts for professional services require Business Office and may also require Board approval before the consultant can begin services to the District.

**PURCHASING MANUAL
EMPLOYEE REIMBURSEMENT**



If an employee makes a purchase from their personal funds, for whatever reason, the District is not obligated to reimburse the employee. The only document that legally commits the District to pay for a purchase is a properly approved District Purchase Order issued by the District's Business Office. Therefore, an employee making a purchase from their own funds *without pre-approval takes the risk upon themselves that they will not be reimbursed for the purchase.*



REGISTRATION – PURCHASE REQUISITION

Initial Process:

The following process must be followed whenever a District employee is planning to attend a conference, workshop, or meeting:

1. Individuals planning to attend a conference must meet with their immediate supervisor to discuss the reasons for attending and for approval.
2. Conference Request Form must be completed by each individual who is planning to attend an event, such as a conference, and must be signed by the immediate supervisor, along with the estimated total cost and account code that will be used.
3. Submit the Travel and Conference Request Form and a copy of the conference agenda, flyer, or event notice to the Assistant Superintendent or Superintendent that oversees the department or site making the request for review and processing. Registration forms must be submitted with the Purchase Requisition completely filled out, indicating the amount, date, and time of conference.
4. Purchase Orders (PO) for registration, travel and accommodations are required when arranging for travel to verify budget and encumbrance of necessary funds. Provide a PO from the school secretary at least four (4) weekends prior to the conference.
5. Out-Of-State travel requires prior approval from the District's Board of Trustees, so pre-planning is necessary. Board approval date for conferences must appear on the Purchase Requisition Form(s) and a copy of the Board Agenda item must also be attached.
6. International travel is not allowed.

If you need to be reimbursed for meals, transportation and /or lodging while attending the conference, please submit an expense report to Accounts Payable within **10 Days after your return** with the following attached to it:

1. Original itemized meal receipts not to exceed the allowable limits on the Travel and Conference Form. The receipts must be itemized (list each item that you ordered) or you will not be reimbursed per Ed code.
2. Copy of the conference application
3. Copy of conference registration form.
4. Copy of conference agenda (itemized list of activities and meals which you receive when you arrive at the conference)
5. Original hotel bill (District does not pay for movies, alcohol, or snacks)
6. Original airline receipts with itinerary.
7. Original rental car receipts and parking receipts.
8. Printed map with directions including total miles for mileage reimbursement.
9. A signed copy of the Travel and Conference Form must be attached.

Reimbursements for travel related expenditures will only be made for expenditures related to conferences, workshops, meetings, etc. as outlined in **Board Policy 3350 Travel Expenses**.

Only necessary and actual expenses of travel by employees and Board members of the District will be paid by the District. All requests for travel reimbursement for District business are expected to be reasonable and take into consideration limited District resources.

**PURCHASING MANUAL
TRAVEL AND CONFERENCE EXPENSE**

Overnight Accommodations

The employee should make every effort to schedule meetings and related travel times so that overnight accommodations are not needed. Reimbursement for overnight accommodations will only be made when travel time to the conference, meeting, etc. from the District Office would make it unreasonable for the employee to travel to and or from the business meeting or conference on the same day. Out of state travel shall be authorized by the Board.

Employees should use the recommended guidelines of the United States, General Service Administration (GSA), and the Internal Revenue Service (IRS) when booking lodging and accommodations.

Pre-Conference Expenses

Employees are not expected to pay for hotel and airfare costs with personal funds then request reimbursement. Employees should speak with their supervisor to determine the best method to pay for pre-conference expenses.

Reimbursable Expenditures Guidelines and Required Documents

1. Air and Surface Travel: Plane, bus, or train costs shall be reimbursed at coach rates for the most direct route, including baggage fees where required. The cost of Early Bird Check In will not be reimbursed. The employee and his/her supervisor should consider the expense of driving vs. purchasing a ticket to determine which method of travel should be used. The employee should plan for travel and purchase tickets far enough in advance to secure the best possible fare. A copy of the itinerary with the charges reflecting the last 4 digits of Credit/Debit card number and/or copies of the tickets with the supporting CC/bank statement of charges are acceptable forms of receipt for reimbursement.
2. Car Rental: With pre-approval from the Board, expenses related to a car rental for a Conference/Travel are reimbursable with supporting receipts. Receipts received upon rental returns or CC/Bank statements are acceptable. Approval may be granted in unusual circumstances when other less expensive means of transportation are not available. **Not to exceed \$60.00 per day.**
3. Conference Fees: Conference fees paid by the Traveler are reimbursable with the supporting documentation (i.e., paid receipt from the venue, a copy of the CC statement, or canceled check reflecting the charges).
4. Gasoline: Fuel expenses are reimbursable (only when using District vehicles and must provide an original receipt, signed and dated).
5. Bridge/Toll Roads – **not to exceed: \$10.00 per vehicle/per day.**
6. Lodging: Lodging expenses paid with personal credit or debit cards are reimbursable with a copy of the folio/statement or a bank statement. Personal extended stays not relevant to the conference/travel should be removed. Personal extended stays should never be paid with a District Credit Card. **Not to exceed \$175.00 per night.**
7. Meals: Reasonable meal expenses, based upon the travel location, will be reimbursed. Reimbursement for meals is based on actual and necessary costs. State law prohibits reimbursement for alcoholic beverages. If meals are included with conference registration fees, additional reimbursement for meals will not be made to the employee if he/she chooses to go out for meals. Board approved meal limitations are: **\$ 50 per day with receipts and \$36 with no receipts.**
Meals incurred during travel are paid on a per diem basis which is dependent on travel time.

	<u>Maximum</u>
● Breakfast for travel that commences at or before 7:00 a.m. to 11:00 am	\$12
● Lunch if travel requires between 11:00 a.m. and 4:00 p.m.	\$16

- Dinner for travel that ends after 6:00 p.m.

\$22

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TRAVEL AND CONFERENCE EXPENSE

The Superintendent and/or the Chief Business Officer (CBO) may be reimbursed for meal expenditures that include board members if authorized District business is conducted.

8. Mileage: Mileage is reimbursed at the IRS Standard Mileage Rate of **\$0.67 cents per mile**. Mileage will be paid from the work site to the destination or from a residence to the destination (if the employee leaves from their home and not from the work site). Mileage is calculated using Google Maps, Waze, or MapQuest, and the print out shall be included as back up documentation. When two or more claimants travel in one automobile, the mileage will be allowed for one claimant only. Mileage reimbursement rates fluctuate, please ensure you are using the most up to date rate.
9. Miscellaneous Expenses: Other necessary expenses may be reimbursed at reasonable and actual cost when identified on the claim form, and if approval is granted.
10. Parking: Parking expenses incurred on business travel are reimbursable with supporting receipts (i.e., hotel parking, airport parking, etc.). Parking fees - not to exceed: **\$25.00 per vehicle/per day**. The District will not reimburse valet parking fees.
11. Fares for Taxicab or Rideshare services – the District will only cover the cost of service between: 1) to and from the airport and your hotel and, 2) to and from the hotel to the work location or conference.
12. Reimbursement of travel expenses shall be based on actual expenses as documented by original and itemized receipts.
13. **All receipts must be signed and dated by the person responsible for the charges, and shall be submitted to the Business Department within 72 hours of trip return.** Please tape all receipts flat to an 8 1/2 x 11 piece of paper in order to scan back documentation for MCOE audit purposes.
14. All reimbursement claims must be accompanied by the approved “Travel and Conference Request Form,” flyer or agenda for the conference attended, and all itemized and original receipts.

Non-Reimbursable Expenses

- Alcohol
- Entertainment
- Dry cleaning and laundry services
- Room Service Expenses
- Personal Losses
- Expenses associated with personal use of a rental car (i.e. sightseeing)
- Expenses incurred for a spouse or other traveling companion
- Expenses incurred for snacks, unless the snack is in place of a specific meal
- Expenses incurred while driving to restaurants or any other locations that are not a requirement of the event
- Health room fees
- Internet access for personal use
- Miles traveled to and from an employee’s home
- Movie rentals
- Safe rental
- Traffic violation tickets, Parking violation, or Valet parking
- Any type of gift
- Limousine service
- Any type of shipping /receiving services
- Any type of upgrade like upgrading a car rental, hotel room, or airfare accommodation
- Incidental expenses like tips to porters, baggage carriers, and hotel staff
- Supplies, materials, books or equipment not receiving approval prior to the trip

PURCHASING MANUAL

TRAVEL AND CONFERENCE EXPENSE

Procedures for Conference Travel Reimbursements

Prior to Traveling:

1. The employee should complete a "Travel and Conference Request Form."
2. Request is approved by the administrator/manager.
3. The ~~CRF~~ Travel and Conference Form is approved by a member of Cabinet and/or the Board

After Travel:

The following process must be followed whenever a District employee returns from a conference that required any or all of the following business expenses above:

Immediately upon returning from your travel:

- a. Complete a District approved Claim Voucher form for Reimbursement (must have a supervisor's signature and Budget Code in order to be processed)
- b. Submit a copy of the approved Travel and Conference Request Form.
- c. Submit a copy of the conference agenda, flyer, or any type of documentation that confirms attendance.
- d. Submit original receipts, signed and dated. **No receipts, no reimbursement.**
 - i. Fee for lodging, receipt is required and attached to the claim. When checking out, please obtain a final receipt from the hotel front desk.
 - ii. Fee for seminar or workshop registration, all receipts are required and attached to the claim form.
 - iii. Any other applicable fees, as described herein, original receipts are required.

These forms can be found online at the District's website under ~~the~~ Business Services Department, Business Office Forms and should be addressed to their Administrative/Executive Assistant for processing. Please allow up to 30 days for processing and issuance of payment.

Non-Conference Travel

Mileage not associated with a conference or field trip should be accounted for on the Expense Voucher Reimbursement Form. The Expense Voucher Reimbursement Form shall be completed monthly and a map or table of mileage distances shall be submitted to Accounts Payable with the signed Mileage Reimbursement Form.

Transportation Guidelines

If traveling to a conference, workshop, or meeting at a location exceeding 200 aerial miles in distance, flying should be considered whenever possible and practical as the best mode of travel.

District vehicles, when available, should be used by groups of people attending the same conference, seminar, training, or meeting to a location that is less than 200 aerial miles. If District vehicles are not available, employees may use their own personal vehicles and may be reimbursed for mileage by following the procedure below. **Personal vehicles are required by state law to have automobile insurance. If District vehicles are available, employees will not be entitled to mileage reimbursement.**

PURCHASING MANUAL
DISPOSING OF EQUIPMENT



State law governs the disposal of equipment and other property that has been purchased with taxpayer dollars. Other state laws dictate the method of disposal of items that have been determined by the State to be hazardous waste. In addition, items that have been inventoried and capitalized by the District must be removed from District accounting records when the property is disposed of.

Complete a Akitabox work order or Technology work order to notify FMOS or Technology (IT related items) if you have equipment or furniture that is no longer needed. Items should be stored at the site in a central location until the District can arrange to have them picked up. The District may offer them to other sites before disposal. The District will then periodically ask the Board for permission to dispose of the surplus property.

Even if a site determines an item is of no use, do not throw it in the dumpster. State law requires that all real and personal property determined by the District to be surplus property be properly disposed of through Board action.

Computers, TVs, and other electronic equipment may contain parts which are considered hazardous waste by the State of California. Under no circumstances may these items be disposed of by tossing in the dumpster. Contact the IT department for proper disposal.

For any employee who participates in the decision to put materials or equipment in surplus status, it may be a breach of ethical standards for that employee or any members of that employee's immediate family to offer to purchase the same through sealed bid, auction, or any other manner, or request that acquisition be made on his or her behalf by another person or persons.



Funding Source/Budget Approval

Principals, Department Heads, Administrators or other managers should only approve Purchase Requisitions or Purchase Orders for the procurement of goods or services with express personal knowledge of adequate funds available in his/her budget. If approvals are made and it is subsequently discovered that funds are not available from the indicated line item budget, it will be the responsibility of the approving manager to reallocate funds from another budget line item under their responsibility to adjust the Purchase Requisition amount in order to provide for payment of the goods or services.

Gift of Public Funds

The California State Constitution prohibits public agencies, including school districts, from making a gift of public funds to any individual, corporation, or agency.

Unallowable expenditures include: food or drinks for a social gathering, employee recognition, or common staff area; flowers or cards for a gift or perceived moral obligation; gifts for anyone including employees, volunteers, or students; donations to a charity; gift cards for staff; expenditures justified as “goodwill” and “public relations.”

Allowable expenditures include: awards to students for excellence or employees for exceptional contributions; flowers or decorations for a district award ceremony; awards to recognize years of service; food and/or drinks for a meeting held for the purpose of conducting school business or in a meeting area where it is made available to the public; snacks for students that are deemed to contribute to the educational process (e.g., during testing); gift cards for students if awarding them contributes to the educational process; clothing for staff or students if deemed to contribute to the educational process.

Multi-Year Commitments and Other Contracts

The Board of Education has the sole authority to obligate the District to multi-year commitments and other contracts. No District staff member may sign a multi-year lease for either real or personal property without first receiving Board of Education approval through the Assistant Superintendent of Business Services. Similarly, only authorized staff members may sign contracts, contingent upon prior approval by the Board of Education.

Personal Purchases

The Purchasing Department is not authorized and will not arrange personal purchases for faculty or staff. The use of the District’s name, Tax I.D. number, or any other means which infers District authorization to obtain a reduced price for any product or service being purchased for private use is expressly prohibited.

Revolving Check Account

The revolving check account has a very low balance. This account is used for reimbursement when **errors are made during the payroll process or when checks are lost after being mailed. The revolving check account will not be used to expedite payments to vendors when the requestor fails to meet timelines.** Remember that the payment process takes up to two weeks (and may be longer during holidays).

**PURCHASING MANUAL
PURCHASING TIPS**



Confirming Purchase Orders

No goods or services should be received without first creating a Purchase Requisition and Purchase Order.

However, if a rare circumstance causes this to occur, in the body of the PO write, “confirming PO, do not mail or fax.” If the invoice has been received, state so on the PO and send the signed invoice with Purchase Requisition number to Accounts Payable.

Invoices

Send all invoices to: North Monterey County Unified School District, Attn: Accounts Payable, 13994 Castroville Blvd., Castroville, CA 95012 and email a copy of the invoice to Accounts_payable@nmcusd.org to ensure payment.

Issuing a Check

In the body of the Purchase Order, write “PO’s not accepted, need check by (date), please mail or call when ready” and notify Accounts Payable to process your request, provide backup documentation (quote with price or an invoice) to the Business Office three weeks prior to the date needed.

Plan ahead! It takes up to three weeks to process a check, and even longer during Thanksgiving Break and Winter Break.

Paying with a Credit Card

Make Purchase Requisition out to the district credit card and in the body include all the details of the purchase and the name of the vendor as well as “PO’s not accepted, please pay using Credit Card”.

Mailing, Faxing, Hand Carrying, and Open Purchase Orders

All POs are faxed, emailed or hand carried unless stated on the Purchase Order to mail. All hand carry and open purchase orders for goods must include authorized user’s name. If the PO is hand carried for one-time use, a copy of the PO will be returned with the signed receipt.

Ship To Address

The Ship To address on the purchase order should be the Site’s address or FMOS office so items can be checked in and signed. Never use your personal address.



Guidelines for Open Purchase Orders with Amazon

1. Create a requisition for a Not to Exceed Amount of \$5000 per site/department per month.
2. The Admin Assistant will Log on to Amazon Business and initiate the purchasing
3. At checkout the buyer will select the appropriate Purchase Order for your cart and it will be sent to AP Technician for review and approval.
4. AP Technician will email you the invoice from Amazon when you order ships Admin Assistant to print out that invoice and PO and packing slip. When you receive your items you need to then sign that invoice and email it to Accounts Payable for processing.

Under no circumstances can you use an **"OPEN" Purchase Order** to purchase an item with a value \$500-\$4,999. These items are considered Non-Capitalized Equipment and we need to have an audit trail. In the event that you want to purchase an item with a value greater than \$500.00 you will need to enter a "line" item requisition. If an item is over \$5,000 is considered to be Capital/Fixed Asset and need to be sure to include, make, model, item number and a complete description. Also, to the right of the description box be sure to flag the item as FA (Fixed Asset).

**PURCHASING MANUAL
CODE OF ETHICS**



The North Monterey County Unified School District subscribes to the following Code of Ethics for the procurement of goods and services, developed by the California Association of School Business Officials (CASBO).

1. To regard public service as a sacred trust of the community, giving primary consideration to the interests of the school district by which we are employed.
2. To demand truth and honesty in the purchase of goods and services.
3. To avoid unfair practices, conflicts of interest or the abuse of our trust as representatives of the District.
4. To purchase without a personal interest, private advantage or prejudice, seeking to obtain the maximum benefit for each tax dollar expended.
5. To purchase the proper product for the purpose required, when and where it is needed.
6. To purchase goods and services at the most competitive price possible with maximum benefit to the District.
7. To provide all qualified vendors with an equal opportunity for purchases by the District.
8. To treat vendors with the same fairness, dignity and respect that the District wishes to receive.
9. To respect the District's obligations and to require that the vendor respect their obligation(s) to the District.
10. To strive constantly for improvement of the quality of products that are purchased and the District's purchasing methods.
11. To counsel and assist fellow purchasing officers in the performance of their duties.
12. To cooperate with all organizations and individuals engaged in enhancing the development and standing of the purchasing profession.
13. To remember that everything we do reflects on the District, and to govern our every action accordingly.

PURCHASING MANUAL CHECK-OUT CAL CARD & OTHER CREDIT CARDS



The District has implemented a Check-Out Cal Card program that is available for employees to utilize while attending a workshop/conference that has been Board approved.

Once your Workshop/Conference has been approved by the Board of Trustees you can move forward with making the necessary travel arrangements. **You still MUST submit a requisition for the registration as well as one for lodging.** This process helps to ensure that the funding is available in your budget to incur the expense(s).

It is prohibited to make a copy of the district's credit cards and staff must complete a check-out Cal Card request form (**no exemptions**) and submit it to the Business Office for approval. Once approved, the applicant will be notified by email when the card will be available for pick-up.

Please Note: Because hotels typically fill up quickly for most conferences, it is essential that the planning for the accommodations is done at least 4 weeks ahead of the trip.

To use the District Credit Card, the Site/Department must provide the following to the CBO's Secretary:

- A completed Credit Card Request Form from the Business Department.
- Submit a copy of the Approved Conference Request Form.
- Submit a copy of the Purchase Order for the cost of the flight.
- Submit a copy of the conference agenda, flyer, or invitation describing the event.

The card may also be utilized at local retailers who don't otherwise accept Purchase Orders. Again, you will need to submit a requisition for the expense so that the funds are encumbered. **Last minute submissions may result in denial of a Cal Card.**

As with all expenditures, please plan ahead so that your request can be approved in time. **Please allow 30 days** for any and all requests to be processed this includes conference, credit card, ASB requests, etc.

- For credit card requests for travel and conference-related expenses, please use Vendor ID 992305 (US Bank)
- For credit card requests for all other purchases, please use Vendor ID 999924 (American Express)

In an effort to better serve our school's needs and have a card available for pick up. We are sending a friendly reminder regarding our Foods Co Credit Card check-out process.

- 1) When checking out the card it is required to provide the following:
 - Purchase Order
 - Flyer for a meeting or a lesson plan for instructional materials.
- 2) When returning the card, please submit a copy of the receipt for payment issuance.

****All cards are to be returned the same day they are checked out.**

To ensure that the Credit card is returned the same day it is picked up. Please plan accordingly to pick up a card and proceed to make the purchase and return it to the District Office after use.

If any late fees are incurred due to late submissions of receipts, the fees will be passed on to the requesting site or program.

PURCHASING MANUAL PURCHASE ORDER DELAYS



Occasionally, there will be delays in the processing of Purchase Orders for purchases. There are usually well-defined reasons for this:

- ◆ Deficient specifications
- ◆ Difficulty locating a vendor for the required material
- ◆ Delays by Vendor
- ◆ Insufficient funds in designated Budget used
- ◆ Purchase is not in line with School Plan

In the event that any delays in processing occur, the following procedures shall be followed:

- ◆ If specifications are deficient, discuss with the site or department. Many times a short conversation will remove the deficiency. If more serious, the Purchase Requisition will be returned to the site or department for resolution.
- ◆ Advise site or department when material might be available.
- ◆ Advise site or department of the reason for delay immediately.
- ◆ In all cases where delays in processing Purchase Requisitions occur that significantly exceed the established processing standards, they are to be discussed with the Business Department.

PURCHASING MANUAL
NO COST EVENTS



There will be cases where vendors/consultants/organizations are willing to provide assemblies, training, or educational programs **FREE** of charge to the District. In those instances, the vendor/consultant/organization would be required to fill out the Agreement For On-Site Events (**No Cost To District**) form. Keep in mind they will still be required to provide the District with a Certificate of Insurance as outlined on the reverse of the above mentioned form.

**PURCHASING MANUAL
FIELD TRIPS**



FIELD TRIPS – PURCHASE REQUISITION

- ◆ School Name, number of adults and students, pricing, date
- ◆ Back-up has to be from Vendor
- ◆ Method of payment
- ◆ Board approval – responsibility of site/department

Note: Any incomplete information or missing paperwork will delay the process of your request.

PURCHASING MANUAL
RETURN OF EQUIPMENT/SUPPLIES TO VENDORS



It is the site or departments responsibility that items received are correct and in good working order. Any visible exceptions such as shortages, visible damage or overage stock should be noted on the packing slip prior to signing the receipt of the goods. Concealed shortages or damages (not visible at time of delivery) must be reported within five (5) working days from time of delivery.

The vendor must be promptly informed when a site or department has received damaged, defective, or non-ordered equipment or supplies. The staff will arrange for return of the equipment or supplies to the vendor and will inform the Requester as to the pick-up and shipping arrangements that have been made.

The completed form(s) should accompany item(s) that are being sent back to the vendor.

Item(s) must be returned to the vendor within 30 days. Failure to notify the Buyer of an item that should be returned could result in the vendor charging a restocking fee. ***The site or department will be responsible for paying this fee.***



Fixed Assets

In Pursuant of Education Code 35168, the governing board of each school district, shall establish and maintain a historical inventory, or an audit trace inventory system, or any other inventory system authorized by the State Board of Education, which shall contain: type/description, model/name, funding source, who holds title, acquisition date, percent of federal award, location and use/current condition whose current market value exceeds five hundred dollars (\$500) per item. A reasonable estimate of the original cost may be used if the actual original cost is unknown.

- ❖ Items are received; The receiving unit should confirm the Purchase Order by reviewing the packing slip.
- ❖ Receiving will compare the District receiving document with the packing list to ensure receipt of product(s). Receiving will inspect item(s) to confirm the condition of the item(s).
- ❖ Purchasing will identify all Fixed Assets items in the Financial 2000 System. The Purchasing Dept. will review dollar amounts that are equal to or exceed the \$500 threshold under Education Code 35168.
- ❖ Upon identifying the items value, by reviewing the marked Fixed Assets Box in the Financial 2000 System. Purchasing will place the District's inventory control tag on the item.
- ❖ Each unit(s) with Inventory control tag will be entered in the current District Inventory Control System. Fixed Asset System information to be entered into this system information include, received date, P.O. #, vendor, unit cost and quantity, serial number, District to define assets classification, (land, building equipment, non-capital equipment), disposal data, including date, method, other information, service and warranty information, location of assets, including site, department and room number.
- ❖ Any asset purchased with categorical funds will be listed on the master inventory list and include the following information: Site Name, Purchase Order Number, ID Number, Asset Number, Program Name, Description, Manufacturer, Model Number, Serial Number, Date Acquired, Amount Paid, Miscellaneous Comments, Area of Use, Room Number or Location, Funding Source, Site Number, Fiscal Year, Goal, Function, Object, Disposition, Useful Life, Ordered By, and Date Entered.
- ❖ Once per year, purchasing will send an asset list to each site/department for verification of inventory. It is imperative that the site/department verify the asset listing by performing a physical check of the assets, making corrections as necessary, including remarks, and forwarding the list back to the purchasing department. Site/department must account for all assets listed. The items listed may still be at your site or have been disposed of by means of transferring to another site, lost, stolen or disposed of in the garbage, and should be verified by a physical check. Any discrepancies will be handled by the purchasing department who will perform an inventory check at the site. When all verifications are received by purchasing, the District's inventory listing will be updated and a master report will be printed, by site, with verification copies attached.
- ❖ Once every two years, a physical inventory will be performed at each site, and in each department, for those assets with an original value of \$500.00 or greater. The purchasing department will send each site an updated fixed asset inventory list with instructions on how to complete the inventory reporting. Each site will be given two weeks to perform the physical inventory to verify items on the District asset list.

PURCHASING MANUAL

FIXED ASSETS

❖ In performing a physical inventory, sites and departments will check every room, closet, locked cabinets, and open areas, including items checked out to staff members. In order to expedite the process, a separate inventory listing will be provided for those assets that are assigned to a specific room number or location. When the physical inventory is completed by the site, the inventory report will be returned to the purchasing department with the signature of the site or department administrator, and the names of the staff members who performed the inventory check.

❖ When the Purchasing Department receives the inventory listing from the site, the items will be checked for accuracy. If there are any discrepancies between the site's inventory and the master listing held in purchasing, the Purchasing Department will perform a physical inventory at the site to locate items. Once purchasing has completed its check of inventory, the master list will be updated in the system.

PURCHASING MANUAL YEAR-END CUTOFF DATES



The year-end cut-off dates are established based on prior year's activities. The District is required to complete all financial transactions and "close the books" by June 30 of each fiscal school year. This close-out activity is the busiest and most stressful part of the financial year for Fiscal Services. To have a successful year-end closing, everyone involved in the process, from requisitioning, to final invoice payment, needs to assist wherever they can. ***A major part that Purchasing plays in the year-end process is to have all receiving documents to Accounts Payable by June 30th***, so they can pay the invoices in a timely manner to aid in closing the books. In order for this to happen, all previous steps of the procurement process must be complete. That includes, requisitioning, approval/review, budget check, order placement, vendor shipment, receiving, and order check-in.

The most efficient approach, (in lieu of the year-end surge), ***would be to submit Purchase Requisitions earlier in the year and not increase ordering at year-end***. Those items that are budgeted for the school year should be requisitioned early in the year. In essence, we should operate more on a start-up surge, rather than a year-end surge.

The cut-off dates and time lines will be posted by the Business Office early in the Fiscal year so everyone can plan accordingly.



CONSTRUCTION AND PUBLIC WORKS PROJECTS



Public Contract Code Section 20111(a)

Public Contract Code (PCC) Section 20111(a) requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000 (adjusted for inflation each year beginning 1/1/97 - current bid threshold can be found at www.cde.ca.gov) to the lowest responsible bidder. Contracts subject to competitive bidding include:

1. Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district.
2. Services that are not construction services.
3. Repairs, including maintenance as defined in PCC Section 20115, that are not public projects as defined in PCC Section 22002(c).

The State Superintendent of Public Instruction (SSPI) is required to annually adjust the \$50,000 amount specified in PCC Section 20111(a) to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce, for the 12-month period ending in the prior fiscal year. The inflation adjustment is rounded to the nearest one hundred dollars (\$100).

Public Contract Code section 20112

The District will act in accordance with Public Contract Code section 20112, which reads:

For the purpose of securing formal bids the Governing Board shall publish at least once a week for two weeks in some newspaper of general circulation published in the District, or if there is no such paper, then in some newspaper of general circulation circulated in the county, a notice calling for bids, stating the work to be done or materials or supplies to be furnished and the time and place where bids will be opened. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid shall not be received after that time.

All bid instructions and specifications will be clear and complete, setting forth all necessary conditions for competitive bidding.

Bid, payment (labor and material) and performance bonds shall be required as per statute. However, the District may, in its discretion, set lower limits as deemed necessary.

All advertised bids shall be opened in public at a prescribed time and place. Interested parties may receive prices and other information listed in the bid at the public opening. After the bids have been opened and tabulated, they will be made available for interested parties to review. The soliciting department shall receive, open, announce and secure all bids within the department.

No original bid document will be removed from the department without the written authorization of the Superintendent and/or his/her designee.

Any bid received after the time specified in the advertised notice will be returned unopened to the bidder. (Government Code section 53068)

PURCHASING MANUAL BID PROCEDURES



All bids received will be evaluated and recommendations made to the Governing Board approval. Evaluations will be based upon responsiveness to District specifications by the vendor. Awards shall be made to the lowest responsive and responsible bidder meeting all specifications.

When identical low responsible and responsive bids are received, the District will choose amongst the low bids by lot or reject all bids. The only statutory exception to this rule applies when the District receives two or more identical lowest responsible bids. Public Contract Code section 20117 allows the Board of Education to choose by lot between identical bids for the purchase, sale or lease of real property, supplies, materials, equipment, services, bonds, or the awarding of any contract, pursuant to a provision requiring competitive bidding.

The Governing Board reserves the right to: Reject all bids; reject any part of any bid unless the bidder expressly limits the bid to “all or none”; accept any part of a bid at prices quoted, unless the bidder expressly limits the bid to “all or none”; waive any informality or minor irregularity in any bid.

**PURCHASING MANUAL
ADVERTISED BIDS**



The Governing Board shall call for bids by advertising in a local newspaper of general circulation, or if no such paper exists, then in some newspaper of general circulation, circulated in the county, at least once per week for two consecutive weeks for equipment and materials bids, and at least one week for formal construction bids. The notice shall state the work to be done or materials or supplies to be furnished, and the time and place where bids shall be opened (PCC 20112). In addition, the Notice Inviting Bids will be posted on the District's website.

The notice shall contain the time, date and location of any mandatory pre-bid conference, site visit or meeting. The notice shall also contain when and where the project documents, including final plans and specifications are available. Any such mandatory conference, site visit or meeting shall not occur within a minimum five (5) calendar days of the publication of the initial notice (PCC 6610).

Bid instructions and specifications shall include the following requirements and information:

1. All formal bids shall be presented under sealed cover and shall be accompanied by one of the following forms of bidders' security (PCC 20107, 20111):
 - a. Cash
 - b. A cashier's check made payable to the District
 - c. A certified check made payable to the District
 - d. A bidder's bond executed by an admitted surety insurer and made payable to the District.

The security of the unsuccessful bidders shall be returned in a reasonable period of time, but no later than 60 days after the bid is awarded (PCC 20111).

2. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time (PCC 20112).
3. When two or more identical low and responsible bids are received, the Governing Board may determine which bid will be accepted by a majority of the Governing Boards choosing (PCC 20117).
4. If the District requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, depending on the availability of funds, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item (a) below will be used (PCC 20103.8):
 - a. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
 - b. The lowest bid shall be the lowest total of bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount disclosed by the District before the first bid is opened.
 - c. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.
 - d. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code section 20118.4.
 - e. After being opened, all submitted bids become public records pursuant to Government Code Section 6252 and shall be made available pursuant to the law.

PURCHASING MANUAL

ADVERTISED BIDS

Steps in Formal Bidding

1. A bid document is created.
2. An "Invitation for Bids" is published.
3. If applicable, all interested bidders must attend a job walk (public works).
4. Bids are collected up to the published time of the Bid Opening and then opened at the published place of the Bid Opening.
5. A "Notice of Intent to Award" is provided to all bidders confirming the selected lowest responsive bid submitted from all responsible bidders.
6. The selected bid is presented to the Board for approval/award.
7. A "Notice of Award" is provided to the successful bidder, along with the related contracts to be executed.
8. Depending upon the type of contract, the successful bidder is provided a "Notice to Proceed" (public works), or a Purchase Order, to begin fulfillment of the contract.

Bid Protest

Any unsuccessful bidder must have the opportunity to protest the award of a bid. Therefore, after issuing a Notice of Intent to Award, our District allows for a "Protest Period" before awarding any contract. The California Code of Regulations, Office of Administrative Hearings, defines it as no less than one working day and no more than five working days after issuing the Notice of Intent to Award.

Any Notice of Intent to Protest must be in writing, and must reach the designated individual outlined in the solicitation within the number of days specified within the solicitation. (2 CFR, Section 200.318[k]) (CCR 1406)

Maintenance Work - General Services

"Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

- Minor repainting.
- Resurfacing of streets and highways at less than one inch.
- Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

Pub. Cont. Code § 22002, subd. (d).



NUTRITION SERVICES



Buy American

Our Nutrition Services Department, as a SFA, is required to adhere to the Buy American provision in the National School Lunch Program. This requires us to purchase, to the maximum extent practicable (feasible), domestic commodities and products, defined as:

- An agricultural commodity that is produced in the United States.
- A food product that is processed in the United States containing a substantial amount of agricultural commodities that are produced in the United States. The term “substantial” means 51 percent or more. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed as territories of the United States.

Before utilizing any of the limited exceptions to the Buy American provision, alternatives to purchasing non-domestic food products should be evaluated, such as:

- Considering other domestic sources for the product.
- Considering a domestic product that could be easily substituted for the less expensive non-domestic product.
- Considering whether or not there is a more opportune time of year to solicit bids, as prices and/or availability change.

Exceptions to the Buy American provision, when purchasing domestic commodities and products are not practicable, exist as follows:

- The product is not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality.
- Competitive bids reveal the cost of a United States product is significantly higher than the non-domestic product. As used here, our District defines the term “significantly higher” to mean a price difference of 25 percent or greater.

If an exception to the Buy American provision is ever used, detailed documentation justifying the exception must be kept.

California law also requires preference be given to United States grown produce and United States processed foods when there is a choice and it is economically feasible. In determining “economically feasible,” consideration is given to total cost, quantity, quality of the food, as well as our budget and policies. (7 CFR, Section 210.21[d][1-2]) (USDA SP-24-2016) (PCC 3410)

Capital Expenditure Purchases

Federal requirements (found in the Office of Management and Budget [OMB] guidance cited at Title 2, Code of Federal Regulations [2 CFR], Part 225 [Cost Principles for State, Local, and Indian Tribal Governments], Appendix B, Item 15 [Equipment and other Capital Expenditures]) require a grantee or sub grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

PURCHASING MANUAL NUTRITION SERVICES

For purposes of this federal prior approval requirement, OMB guidance and USDA regulations define “equipment” as any item of nonexpendable personal property with a useful life of more than one year and an acquisition cost that equals or exceeds the federal per-unit capitalization threshold of \$5,000, or a lower threshold set by state or local-level regulations.

California Department of Education Management Bulletin SNP-38-2014 authorizes school food authorities (SFA) to purchase equipment from the U.S Department of Agriculture (USDA) Capital Expenditure Approved List on or after July 21, 2014, without the need to submit a request to the California Department of Education (CDE) for prior approval; and provides instructions for submitting a request for equipment not on the Capital Expenditure Approved List.

For any capital expenditure requests not included on the USDA-approved list with a unit cost of \$5,000 or greater, SFAs must send an e-mail to snpcafefundquestions@cde.ca.gov with the following information:

- The subject line should read, "Capital Expenditure Request— [Indicate if it is an emergency request here, e.g., cafeteria cannot function without immediately replacing the equipment]"
- The body of the e-mail message should:
 - Describe the equipment, including what it is and how it will support the operation or maintenance of the nonprofit school food service
 - Provide estimated cost and whether bids have been sought for the equipment
 - Explain how the old equipment that still has value will be disposed of and acknowledge that any proceeds from the disposition of the equipment will be used to offset the cost of the replacement equipment
 - Acknowledge that any equipment purchased with cafeteria funds must be used exclusively (100 percent) by the nonprofit school food service—i.e., not to be shared with other Local Educational Agency programs
- Include Child Nutrition Information and Payment System (CNIPS) identification
 - number, agency name, and contact information.

Discounts, Rebates, and Credits

All nutrition service contracts, as well as solicitations for such contracts, which are either Cost-Reimbursable, or contain Cost-Reimbursable provisions, must contain provisions that require the return of any discounts, rebates, and other applicable credits. Any discounts, rebates, and/or other applicable credits must be individually itemized on the vendor's invoices. In the case of other applicable credits, the nature of the credit must also be detailed on the vendor's invoice. There is no exception to this, as any type of vendor concession may be deemed a gift and therefore is not acceptable. (7 CFR, Section 210.21[f][iv])

PURCHASING MANUAL NUTRITION SERVICES

Geographic Preference

Our Nutrition Services Department, as a School Food Authority (SFA), has the option to apply a geographical preference to a local area determined at our discretion, when procuring unprocessed locally grown or locally raised agricultural products.

As used above, the term “unprocessed locally grown or locally raised agricultural products” means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk. (7 CFR, Section 210.21[g]) (USDA SP 03-2013)



Legal Requirements



The following are summaries of legal requirements:

Federal Funds

- Contracts involving Formal Purchase Procedures must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (2 CFR, Appendix II to Part 200[A])
- Contracts in excess of \$10,000 must address termination for cause and for convenience by the District, including the manner in which we will be affected and the basis for settlement. (2 CFR, Appendix II to Part 200[B])
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the Equal Opportunity clause provided under 41 CFR 60-1.4(b). (2 CFR, Appendix II to Part 200[C])
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the District must include a provision requiring contractors to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. (2 CFR, Appendix II to Part 200[D])
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the District in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, whereby each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. (2 CFR, Appendix II to Part 200[E])
- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR, Appendix II to Part 200[F])
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the -Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR, Appendix II to Part 200[G])
- Debarment and Suspension (Executive Orders 12549 and 12689). Aggregate contract awards of \$25,000 or more (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). (2 CFR, Appendix II to Part 200[H])
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. (2 CFR, Appendix II to Part 200[I])
- Avoidance of Conflict of Interest (2 CFR 200.318)

State and Local Funds (Non-Federal)

- According to the California Public Contract Code, “It shall be unlawful to split or separate into smaller work orders or projects any work, project, service, or purchase for the purpose of evading the provisions of this article requiring contracting after competitive bidding.” (PCC 20116/20657)

Required Certificates:

- Non-collusion Declaration. Applicable to bids for public works. (PCC 7106) • DVBE documentation. Applicable to bids for public works. (EDC 17076.11)
- Certification of Contractor and Subcontractor(s) Division of Industrial Relations
- Registration. Applicable to contracts for public works. (LAB 1725.5[a][1])
- Certificate of Workers’ Compensation Insurance. Applicable to contracts for public works. (LAB 1725.5[a][2][A])
- Contractor’s License. Applicable to contracts for public works. (LAB 1725.5[a][2][B])
- Certification of Prevailing Wage and Related Labor Requirements. Applicable to contracts for public works. (LAB 1771) (2 CFR, Appendix II to Part 200[D])
- Fingerprint Certificate. Applicable to contracts for public works. (EDC 45125.2)
- Drug Free Workplace Certificate. Applicable to all contracts awarded. (GOV 8355)
- Iran Contracting Act. Applicable to contracts of \$1,000,000 or more. (PCC 2203[a], 2204[a][b])



Notice of Non-Discrimination

The North Monterey County Unified School District is committed to equal opportunity for all individuals in education. School and district programs, activities and services shall be free from unlawful discrimination based on actual or perceived sex, race, color, national origin, religion, age, sexual orientation, ancestry, ethnic group identification, gender, physical or mental disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or sexual harassment in any district service, program and/or activity that receives or benefits from state financial assistance. The district shall promote programs, which ensure that unlawful discriminatory practices are eliminated in all school and district activities.

PURCHASING MANUAL

APPENDIX FORMS

A - HOLD HARMLESS

B - TRAVEL AND CONFERENCE AUTHORIZATION

C - OVERNIGHT / OUT OF STATE FIELD TRIP REQUEST FOR BOARD APPROVAL

D - CONFERENCE PARTICIPATION EMPLOYEE REPORT

E - CLAIM FOR REIMBURSEMENT FOR TRAVEL AND OTHER EXPENSES

F - NEW VENDOR AND CONSULTANT / SERVICE AGREEMENT

G - W-9

APPENDIX A

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

13994 Castroville Blvd.
Castroville, CA 95012
PHONE (831) 633-3343
FAX (831) 633-2937

HOLD HARMLESS

CONSULTANT hereby agrees to indemnify, defend, save and hold harmless the NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT and its departments, agencies, officers or employees from and against any and all liability, loss, expense including reasonable attorney fees, or claims for injury or damages arising out of the performance of the services rendered by CONSULTANT whether caused by any error, omission or act of CONSULTANT or any person employed by him or her or by the District. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

Date _____

Consultant Signature

Please Print Name

APPENDIX B

TRAVEL AND CONFERENCE AUTHORIZATION



**North Monterey County Unified School District
Conference/Travel Authorization Form
For Professional Development/Out of District Travel**

Name: _____
 School & Position: _____
 Request to Attend: _____
Name of Activity (Attach Agenda/Flyer of Activity)

Location

Date(s)

Focus Area(s) & How You Will Utilize the Information:

LCAP Goals: *(Check All that Apply)*

- #1: Improving Instruction #3: Student Engagement
 #2: College and Career Readiness #4: Parent Community Engagement

Sub Needed: Yes No

		Number of days	Rate
Total Cost (include tax & fees):			Estimated Cost
Registration:			\$
Transportation:	<input type="checkbox"/> Air Vehicle: <input type="checkbox"/> Personal <input type="checkbox"/> District		\$
Lodging:	Number of Nights:		\$
Meals:			\$
Mileage: (0.67/mile)	Number of Miles: (Attach Expense Voucher Form)		\$
Total:			\$

- A copy of this form must be attached to each associated Purchase Order - Registration, Hotel, or Airline. *(Approved Request Form is Required to Create a PO)*
- A copy of this form must be attached to your Expense Voucher, along with Original Receipts, and Maps. *(Due within 2 Weeks of Event Date)*

Budget String: _____

Approved by: _____
Administrator Signature

Maximum Meal Reimbursement Allowances			
<i>Without an original or itemized receipt:</i>		<i>With an itemized receipt:</i>	
Breakfast	\$7.00	Breakfast	\$12.00
Lunch	\$11.00	Lunch	\$16.00
Dinner	\$18.00	Dinner	\$22.00

Out of State Travel
Requires Board Approval

- Must be submitted for review to Educational Services after your immediate supervisor review and approval.
- Completed packet must be submitted a minimum of two months in advance of the event to Educational Services.

If a site professional development, submit to Educational Services Department for Review
(Minimum of three weeks in advance of activity)

In State Travel
 Approved Not Approved

Out of State Travel
 Approved Not Approved

Superintendent or Designee Signature

Date



APPENDIX C

OVERNIGHT/OUT OF STATE FIELD TRIP REQUEST FORM FOR BOARD APPROVAL



North Monterey County High School

Field Trip Proposal Form

Please complete everything on this form. If you have questions, please see Laurel Gast. Forms must be turned in to the Principal's Secretary. Please do not turn in the form if there is anything TBD, all parts must be COMPLETELY FILLED OUT WITH ACCURATE INFORMATION.

Staff member responsible for trip: _____

Proposed date of trip: _____

Location of trip: _____

Time of trip: _____

Which students will attend? _____

Funding for trip is provided by what source? _____

Purpose of trip: _____

Mode of transportation: School Bus Charter Bus Private Vehicle

This form must be filled out properly in order for your field trip to be approved by the administration and placed on the master calendar.

_____ Approved

_____ Denied

Principal's Signature

Date



APPENDIX D

CONFERENCE PARTICIPATION EMPLOYEE REPORT

Employee Information

Name: _____

Job Title: _____

Department/School: _____

Date of Conference/Training: _____

Location: _____

Conference/Training Title: _____

1. What was the primary focus of the conference or training?

- _____

2. What topics or sessions did you attend?

- _____

3. Provide a brief summary of the key points or takeaways from the event:

- _____

4. How does the knowledge you gained relate to your role?

- _____

5. Describe how you plan to apply the skills or knowledge in your daily work:

- _____

6. What specific benefits or improvements do you anticipate for your department or school as a result of your participation?

- _____

7. How do you plan to share what you've learned with your colleagues or team?

- _____

Employee Signature: _____

Date: _____



APPENDIX F
NEW VENDOR AND CONSULTANT/SERVICE AGREEMENT



NEW VENDOR REQUEST FORM

Request Date:
Requested By: (Full Name of NMC USD Employee)
Vendor Name: (Name in Box 1 or 2 on the attached W-9; Vendors using a Social must be named as shown in Box 1)
Vendor Payment Address
Vendor Physical Address
Vendor Phone:
Vendor Fax:
Vendor Email:
Send PO via: (Phone, Fax, Email, Online)
Detailed reason for adding this vendor:
How frequently do you plan to purchase from this vendor? # of times per week/month/year
Estimated annual purchase amount: \$
Terms of Payment: (Net30, Net15, Net10, Due on Receipt, etc.)
Vendor has a Contract: (yes/no) Date of Contract:
Vendor is an Individual Consultant: (yes/no) *If Yes, see "Requirements for Hiring Consultants" on next page.

Type of Business: (as shown on the attached W-9) 1099 Status
Individual/Sole Proprietor 1099 = Yes
Partnership 1099 = Yes
Limited Liability Co 1099 = Yes
Corp (C or S) 1099 = No
Other: 1099 = Yes

*Please email completed forms to Accounts Payable: accounts_payable@nmcusd.org

Business Office Use
New Vendor Number: Prepared by:
Director of Fiscal Services/Assistant Superintendent of Business Services

IF HIRING A COMPANY OR FIRM, SKIP THIS SECTION – GO TO THE CONSULTANT SERVICE AGREEMENT

This section to be completed by the NMC Site not the contractor:

INDEPENDENT CONTRACTOR WORK DESCRIPTION	
Contractor Name: _____	
Phone: _____	Fax: _____
E-mail (optional): _____	
Brief description of proposed services: _____	

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, then submit this form with the Consultant Services Agreement and your Vendor Request Form to Accounts Payable in the Business Office.

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 individuals is irrelevant to the analysis of the employment relationship.

Individuals performing the following duties CANNOT be hired as Consultants!

- | | |
|---|---|
| Administrators | Nurses |
| ASB Workers | Proctors |
| Athletic Coaches | Program Coordinators |
| Attendance / Outreach Consultants | Psychologists |
| Cafeteria Workers | SAT Prep Class Teachers |
| Clerical Staff | School Bus Drivers Counselors |
| Examination Monitors | Specialty Teachers (art, music, drama, science, etc.) |
| Individuals ‘filling in’ on interim basis * | Substitute Teachers / Instructors |
| Interim Employees * | Tutors |
| Librarians | Licensed Clinical Social Workers |
| Occupational Therapists * | |

**Based on employment relationship*

If the Consultant is doing one of the above duties, **STOP HERE** and contact either the classified or certificated representative in Human Resources. Do not complete a Consultant Agreement.

If you are still not sure, complete the *Independent Contractor Checklist* below to determine if your consultant is a true Consultant or an Employee and return the Checklist to Accounts Payable in the Business Office.

Use the checklist 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, SKIP THE IC CERTIFICATION – GO TO THE CONSULTANT SERVICE AGREEMENT

INDEPENDENT CONTRACTOR CERTIFICATION

Checkmark items that are true for the worker you intend to hire: *Common Law Factors (IRS Revenue Ruling 87-41)*

- 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 complete the work.
- Control of assistants:** Assistants hired at worker's discretion; workers responsible for hiring, supervising, and payment of assistants.
- Work not essential to the District:** The District's success or continuation does not depend on the services of the worker.
- Not a continuing relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- 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 director or supervision, whether on the District's site or not.
- No interim reports:** Only specific pre-determined reports defined in the contract document.
- Basis of payment:** Worker paid by the job rather than the 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. Workers invest 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
- Services available to the general public:**
 - Maintains an office
 - Business License
 - Business signs
 - Advertises services
 - Lists services in business directory
 - Other (explain) _____

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 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 this Checklist with Vendor Request Form and Consultant Services Agreement, to Accounts Payable in the Business Office

CONSULTANT SERVICE AGREEMENT

This Agreement made and entered into this date, _____ by and between North Monterey County Unified School District hereinafter called "District" and _____ hereinafter called "Consultant".

*This Agreement is NOT authorization to begin service or make purchase. A Purchase Order is required prior to commencement of services.

TERM (Start Date – End date or dates of performances, workshops, etc.): _____
This agreement expires fiscal year ending June 30. All services must be completed and invoiced prior to June 30. Services scheduled to be performed after June 30 require a new agreement for the next fiscal year, 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 contractors must be approved and signed by Assistant Superintendent – Business Services, or Superintendent 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 must cover all of Consultants' expenses, including supplies, travel, lodging, and meals. Consultants must return an invoice to the department/site to be approved & signed by an administrator to verify that services have been received. Payment shall be made to the Consultant within thirty (30) days after receipt of approved, 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 the District's preferred payment plan.
- Multiple payments for time worked or per workshop, performance, completed portion of services: Fee must include all expenses such as supplies, travel, lodging, etc. Payment \$ _____ per _____.

AB 1610, 1612 AND 2102 COMPLIANCE

(Fingerprinting is 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 (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 on W-9 Form. District will provide Consultant and 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:

- A. Agrees to indemnify and hold the District harmless from acts of neglect of the Consultant.
- B. Asserts that he/she is qualified to perform the work ordered as an Independent Contractor, with no conflict of interest.
- C. Agrees to keep confidential all proprietary information of the District.
- D. Certifies that he/she is not receiving salary or remuneration from any other public agency for the above-specified project.
- E. Certifies that he/she is not receiving salary or remuneration from the District Payroll Department (includes substitute services, after school programs, coaching, etc.)
- F. Early Termination – either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- G. Consultant is responsible for own expenses, which includes travel, lodging, and meals. Expenses are not reimbursable by the District.
- H. 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 from this clause.
- I. 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.
- J. Certifies that he/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.

TITLE 1. ELEMENTARY AND SECONDARY EDUCATION (3000 - 6400) (Title 1 enacted by State 1975, Ch. 1310.)

DIVISION 1. LOCAL ADMINISTRATION (3000 - 4640) (Division 1 enacted by State 1976, Ch. 1018.)

PART 26. EMPLOYEES (4000 - 4640) (Part 26 enacted by State 1976, Ch. 1018.)

CHAPTER 1. Classified Employees (4500 - 4540) (Chapter 1 enacted by State 1976, Ch. 1018.)

ARTICLE 1. Employment (4510 - 4512) (Article 1 enacted by State 1975, Ch. 1010.)

4512.1. (a) In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be employed by a school district pursuant to this chapter. A school district shall not retain in employment a current classified employee who has been convicted of a violent or serious felony, and who is a temporary, substitute, or a probationary employee who has not attained permanent status.

(b) This section applies to any violent or serious offense which, if committed in this state, would have been punishable as a violent or serious felony.

(c) (1) For purposes of this section, a violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code.

(2) For purposes of this section, the term "school district" has the same meaning as defined in Section 41302.5.

(d) When the Department of Justice ascertains that an individual who is an applicant for employment by a school district has been convicted of a violent or serious felony, the department shall notify the school district of the criminal information pertaining to the applicant. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the school district by first-class mail.

(e) Notwithstanding subdivision (a), a person shall not be denied employment or terminated from employment solely on the basis that the person has been convicted of a violent or serious felony if the person has obtained a certificate of rehabilitation and pardon pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code.

(f) Notwithstanding subdivision (a), a person shall not be denied employment or terminated from employment solely on the basis that the person has been convicted of a serious felony that is not also a violent felony if that person can prove to the sentencing court of the offense in question, by clear and convincing evidence, that he or she has been rehabilitated for the purposes of school employment for at least one year. If the offense in question occurred outside this state, then the person may seek a finding of rehabilitation from the court in the school district in which he or she is a resident.

(g) Notwithstanding any other provision of law, when the Department of Justice notifies a school district by telephone that a current temporary, substitute, or probationary employee who has not attained permanent status, has been convicted of a violent or serious felony, that employee shall immediately be placed on leave without pay. When the school district receives written notification of the fact of conviction from the Department of Justice, the employee shall be terminated automatically and without regard to any other procedure for termination specified in this code or school district procedures unless the employee challenges the record of the Department of Justice and the Department of Justice withdraws in writing its notification to the school district. Upon receipt of written withdrawal of notification from the Department of Justice, the employee shall immediately be reinstated with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement.

(h) Notwithstanding Section 47010, this section applies to a charter school.

(Added by Stats. 1997, Ch. 589, Sec. 4. Effective September 26, 1997.)

PERS and STRS COMPLIANCE

The following must be completed by all consultants

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
 STRS

B. Are you now, or have you ever been, an employee of NMCUSD 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 NMCUSD 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 North Monterey County Unified School District."

Consultant Initials: _____ Date: _____

CONSULTANT ACCEPTANCE

To the Governing board of North Monterey County 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. Fax or email signed Agreement to Site/Department requesting services. A signed copy of this agreement will accompany the Purchase Order authorizing services to begin*

District Signature: _____ Date: _____

Purchase Order #: _____ PO Date: _____

**** A Purchase Order is required prior to commencement of services.**

CERTIFICATION BY CONTRACTOR OF CRIMINAL RECORDS CHECK

AB1610, 1612 and 2102 – 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.

To the Governing Board of North Monterey County 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: _____

Name: _____

Mailing Address: _____

Social Security Number: _____ or Tax ID: _____

Phone: _____ Fax: _____

FINGERPRINTING GUIDELINES:

Education Code Section 45125.1 in relevant part:

- A. 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;
- B. The Department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of criminal history;
- C. An entity with a school district contract shall not permit their employee to come in contact with students until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in Education Code Sections 445122.1.
- D. The entity must certify that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code 4512231.
- E. The entity must provide a list of names of employees who may come in contact with students.

More than limited contact as defined by NMCUSD:

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

- A. The contractor will be on school grounds for more than a limited length of time, or on numerous occasions.
- B. Students will be in proximity to the site where the contractor will be working.
- C. The contractor will be working by himself / herself, without other school employee’s supervision.

SITE/DEPARTMENT ACCEPTANCE

Site/Department: _____ Contact: _____ Phone: _____

E-mail: _____ Fax: _____

Administrator Signature: _____ Date: _____

DISTRICT ACCEPTANCE

Assistant Superintendent, Business Services Signature: _____

Superintendent Signature: _____ Date: _____

**District acceptance and signature required prior to issuing a Purchase Order*

This section to be completed by Site/Department

The following must sent to Accounts Payable in the Business Office:

- New Vendor Request Form – Required of all Vendors
- Consultant Agreement – Required of all Consultants
- Independent Contractor Certification – Only required for Individual Consultants (not a firm). Must be completed and signed by Site Administrator. *Contact HR to hire individuals who do not qualify
- Criminal Records Check Certification – Required for Consultants having more than limited contact with students; those who will be on campus on a regular basis while students are present.
- Proposal/Additional Descriptions/Unsigned Vendor Contract – The Assistant Superintendent, Business Services or Superintendent will sign vendor contracts in compliance with District policies. Site/Department will return signed Agreements to vendor with Purchase Order.

APPENDIX G

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
	Social security number _____ - _____ - _____ or Employer identification number _____ - _____

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

END OF THE MANUAL