



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? _____ per _____
of times week/month/year

Estimated annual purchase amount: \$ _____

Terms of Payment: _____
(Net30, Net15, Net10, Due on Receipt, etc.)

Vendor has a Contract: _____ Date of Contract: _____
(yes/no)

Vendor is an Individual Consultant: _____ *If Yes, see "Requirements for Hiring Consultants" on next page.
(yes/no)

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 at accounts_payable@nmcusd.org

<p>Business Office Use</p> <p>New Vendor Number: _____ Prepared by: _____</p> <p>Director of Fiscal Services/Assistant Superintendent of Business Services _____</p>
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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.

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 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 64100] (Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 3. LOCAL ADMINISTRATION [36000 - 45460] (Division 3 enacted by Stats. 1976, Ch. 1010.)

PART 26. EMPLOYEES [44000 - 45460] (Part 25 enacted by Stats. 1976, Ch. 1010.)

CHAPTER 5. Classified Employees [45100 - 45460] (Chapter 5 enacted by Stats. 1976, Ch. 1010.)

ARTICLE 1. Employment [45100 - 45139] (Article 1 enacted by Stats. 1976, Ch. 1010.)

45122.1. (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 (e), 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 47610, this section applies to a charter school.

(Added by Stats. 1997, Ch. 589, Sec. 4. Effective September 30, 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.