This Agreement is made this ______________________ between SAN JUAN UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District,” and ______________________, hereinafter referred to as “Contractor.”

RECATALS

District is a school district in the County of Sacramento, State of California, and has its principal place of business at 3738 Walnut Avenue, Carmichael, California.

District desires to engage the services of Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

California Government Code section 53060 authorizes a school district to contract with and employ any persons for the furnishing to the District special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. This section further authorizes District to pay from any available funds the agreed upon compensation to persons as it deems proper for the services rendered.

Contractor has demonstrated its competency to perform the special services required by this Agreement made through its prior experience in

THerefore, District hereby engages the services of Contractor, and in consideration of the mutual promises contained herein, the parties agree as follows:

SERVICES

1. Contractor shall perform the following services: (if separate proposal document sets forth proposal, proposal document must be attached)

FEE

2. Contractor shall be compensated for work accomplished as follows:

Invoices should be submitted to Craig Farniari, VAPA Coordinator, San Juan Unified School District, P. O. Box 477, Carmichael, CA 95609-0477.

PLEASE NOTE: Accounts Payable does not process pre-payment for services.

BUDGET CODE

3. __________________________________________

TERM

4. This Agreement shall commence on ___________ and shall continue through ___________ provided all services under this Agreement are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of District. This Agreement may be terminated for (a) failure to provide satisfactory performance, (b) upon the mutual written agreement of the parties, (c) “for cause” based on the discretion of the District, or (d) upon 30 days written notice by the District.

Termination of this Agreement under 4(a) or (c) prior to the stated termination date may be effected upon the District giving ___________ days written notice of such termination.

USE OF AGENTS AND ASSISTANTS

5. To the extent necessary to enable Contractor to perform duties hereunder, Contractor may engage the services of any agent or assistant which Contractor may deem proper, and may further employ, engage, or retain the services of such other persons deemed necessary to aid and assist Contractor in the proper performance of the duties. The cost for such agents or assistants shall be paid by Contractor and any expenses incurred by the Contractor in engaging such agents or assistants shall be paid by Contractor. It is agreed that any consultant, agent, or assistant (hired by Contractor) will explicitly not be employed by the District.

EQUIPMENT AND FACILITIES

6. District will provide Contractor with access to all needed records and materials, unless such material is confidential and not subject to disclosure. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

DEVOTION OF TIME

7. Contractor shall devote such time and energy to the performance of its duties under this Agreement as is reasonably necessary for a satisfactory performance. Should District require services not included in this Agreement, Contractor shall make a reasonable effort to fit such additional services into its time schedule without decreasing the effectiveness of the performance of the duties hereunder.
INSURANCE AND TAXES
8. Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate of policy evidencing its professional general liability insurance coverage in a sum not less than $1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. The District may waive this requirement for good cause demonstrated. Such waiver must be set forth in writing, including the “good cause,” and signed by an authorized District administrator.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor’s duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District’s duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers’ compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

BUSINESS LICENSES AND CERTIFICATE PERMITS
9. As an independent contractor, it shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, and/or permits to conduct business to meet the terms of this Agreement.

ASSIGNMENT
10. This Agreement is for personal services to be performed by Contractor and, except as provided in paragraph 5, neither this Agreement nor any duties or obligations hereunder shall be assignable, sublet, or performed by any person or persons who are not parties hereto, except by employees of Contractor whose names and qualifications have been approved in writing by District. In the event of an assignment by Contractor to which District has consented, the assignee or his legal representative shall agree in writing with District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

DISTRICT’S RIGHT OF RETENTION
11. District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, and photographic or other reproductions of any kind produced in the scope of services performed under this Agreement and no other uses thereof will be permitted except by permission of District.

EXTENSION OF TERM
12. By mutual consent of the parties hereto, the term of service described herein may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

ENTIRE CONTRACT
13. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

SUCCESSORS AND ASSIGNS
14. Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the representative parties.

ATTORNEY’S FEES
15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief to which it may be entitled.

SEVERABILITY
16. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would vitiate the intent of the parties in entering into this Agreement.

VENUE/JURISDICTION
17. The terms and conditions of this Agreement shall be governed by the laws of the State of California.

SAN JUAN UNIFIED SCHOOL DISTRICT
Initiator:

Division Level Administrator
Department
Phone #
Date
Cabinet Member and Board Authorized Contract Signer (Required for amounts over $86,000)
Date
Board Approval Date

CONTRACTOR Sole Proprietor

If Yes, Owner’s Name
Social Security #

By:
(name)
Signature
Date

Address
Zip
Telephone Number
Social Security # or Tax ID #

Email Address
NOTE: No changes to the form are authorized unless specifically approved by General Counsel. (Board Policy 3312)

Selection of contractors will be on the basis of qualifications regardless of actual or perceived sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation, or the perception of one or more such characteristics.
CONTRACTOR CERTIFICATION

I, ____________________________, am (an authorized representative of/doing business as) ____________________________, (name of contractor/consultant) and hereby certify that, pursuant to Education Code section 45125.1, this business entity has conducted the required criminal background checks(s) of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c).

As further required by Education Code section 45125.1, attached hereto and incorporated herein is a list of the names of the employees of the undersigned who will be providing services to San Juan Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify the San Juan Unified School District of any additions/deletions as they occur.

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

Executed this _________ day of ____________, 20____, in __________________________ County, California.

__________________________
Name of Contractor/Consultant (please print)

__________________________
Name/Title of Authorized Representative (printed)

__________________________
(Signature)
W-9
Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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.

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/solo proprietor
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Single-member LLC
   - Limited liability company. Enter the tax classification (C=C-corporation, S=S-corporation, P=partnership)
   - Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
   - 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.)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Print or type Name of requestee (box 8)
See instructions on page 2

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

[Box]

Or

Employer identification number

[Box]

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 on page 3.

Sign Here

Signature of U.S. person

Date

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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 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? on page 2.

By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X
Form W-9 (Rev. 12-2014)
DETERMINATION DOCUMENT: INDEPENDENT CONTRACTOR OR EMPLOYEE

FOR ________________________________

When contracting with an individual for services, the District must establish the nature of the "employment" relationship. This should occur prior to any services being performed and issuance of any payment. What the District calls the individual is irrelevant to the analysis of the employment relationship. The IRS looks at the facts and relationship on a case-by-case basis. Once the legal relationship is determined, law prescribes the method of payment. The problem occurs in the area of who is or is not an employee. There is no clear-cut definition of what constitutes an employee. Instead, there are factors that must be analyzed by the District and the District makes the determination.

Sites/Departments initiating services must complete this form.

In order to determine the proper employment relationship, answer the following questions:

1. Has the IRS already classified this category of worker as an “employee”?  
   Yes ☐  No ☐

   IRS Publication SWR 40, Public Schools and Employment Taxes, lists workers that have already been determined by IRS to be employees. These are individuals performing the duties of:

   Administrators  Clerical Staff  Cafeteria Workers  Psychologists
   Teachers/Instructors  Tutors  Examination Monitors  Intern Psychologists
   Substitutes  Counselors  Librarians  Individuals “filling in” on interim basis
   School Bus Drivers  Proctors  Nurses  Specialty Teachers (art, poetry, music, etc.)

   If you answered YES, STOP HERE. The individual is a District employee and must be paid and reported accordingly. Please contact Human Resources.

If you answered NO, continue with remaining questions:

2. Is the individual already an employee of the District in another capacity?  
   Yes ☐  No ☐

3. Has the individual performed substantially the same services for the District as an employee in the past?  
   Yes ☐  No ☐
   Is the individual retired, returning to substitute, or train, etc.?  

4. Are there currently employees of the District doing substantially the same services as will be required of this individual?  
   Yes ☐  No ☐
5. Does the District have the legal right to control the method of performance by this individual?

Consider whether the District has the legal right to control the method of performance by this individual or give instructions as to when, where, how, and in what order to work. Does the District require the individual to submit reports or perform the services at a District site? These factors would indicate the District maintains control sufficient for an employer/employee relationship. However, it is not necessary that the District exercise this right or has the expertise required doing so. In many cases, this would be neither practical nor advisable.

6. Are the services, as being provided, an integral part of school operations?

Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the District has an interest in the method of performance and implies the maintenance of legal control.

7. Must this individual perform the required service?

Consider whether or not the individual has the right to designate someone else to do the work without District approval.

8. Does the individual provide all materials and support services necessary for the performance of this service?

The District should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, copying, printing, office supplies, etc. The individual would hire any necessary assistants.

9. Does the individual operate an independent trade or business that is available to the general public?

A determining factor in judging independence is the performance of services to the general public. In evaluating these criteria, school Districts are considered to be separate entities. Keep in mind: If the District is utilizing this individual's services on a full-time basis, the individual is not available to the general public. NOTE: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the District and the individual performing services.

If you answered YES to any questions 1-7 and NO to question 8-9, the individual is the District's employee and must be paid and reported accordingly. Please contact Human Resources.

If you need further assistance in the determination of the contractor status, please contact Business Support Services, x7293.

________________________________________________________________________

Site/Department Division Level Administrator Date

This form must be attached to the service agreement.
INVOICE

Vendor Name: ___________________________

Description of Service: ___________________________

Date: ________________

Invoice Amount: ___________________________

☐ Services Rendered Okay to Pay

Signature ________________________________

Date ________________________________