



LUCIA MAR SCHOOL DISTRICT
 602 Orchard Street, Arroyo Grande CA 93420
 (805) 474-3000

CONSULTANT AGREEMENT

Engage • Challenge • Inspire

I am a Lucia Mar School District employee
 (STOP! Do not complete this form. You must use a Time Sheet)

I am an independent contractor- attach the following

- ✓ Form W-9 completed and signed
- ✓ Vendor contract, if appropriate
- ✓ Department of Justice Clearance per Ed Codes 44237(g) and 45125.1
- ✓ The Contractor/Consultant named in this Agreement with the Lucia Mar Unified School District (LMUSD) hereby certifies that the Contractor/Consultant:

• Services do not require any unsupervised access to pupils of LMUSD. _____ Initial

• Consultant has provided a notarized affidavit that all employees or representatives working on any school site during the student day or having any unsupervised access to pupils have received a clearance from the Department of Justice for all employees and/or representatives who will have unsupervised access to students as described in Education Code 45125.1. _____ Initial

NAME _____ SOCIAL SECURITY # _____
 /EMPLOYER I.D.# _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____

DATE(S) OF SERVICES _____ LOCATION(S) _____

DESCRIPTION OF ACTIVITIES _____

ESTIMATED FEE - Note: Work is not authorized until Approved via Purchase order.
 Vendor/Consultant invoices are required, and services rendered, for all payments.

____ Days x Daily Rate \$ _____ = \$ _____

____ Hours x Hourly Rate \$ _____ = \$ _____

Flat Fee / Honorarium = \$ _____

Other Authorized Expenses:

_____ = \$ _____

_____ = \$ _____

_____ = \$ _____

Is an advanced deposit required (circle one)? No Yes

TOTAL ESTIMATED FEE = \$ _____

Consultant's Signature _____ *Date*

FOR SITE OR DEPT USE ONLY

BUDGET CODE:

or other payment option, specify: _____

Site or Dept Administrator's Signature _____ *Date*

*** Return this form to **Human Resources** with the required documentation and evaluation work sheet completed. ***

APPROVAL OF INDEPENDENT CONTRACTOR STATUS:

Assistant Superintendent, Human Resources _____ *Date*

Assistant Superintendent, Business _____ *Date*



(LMUSD USE)

Service Provider Evaluation Worksheet

General Instructions: This worksheet is intended to evaluate the relationship between Lucia Mar School District and the service provider. Check either "Yes" or "No" to help determine the service provider's independent contract status.

Name of Service Provider being evaluated: _____ Date: _____

Name of person completing this worksheet: _____ School/Dept.: _____

Financial Control: (check all that apply)	Yes	Generally indicates Employee Classification	No	Generally indicates Independent Contractor Classification
Will the District provide any of the following: office space, equipment, materials, tools and/or supplies?	<input type="checkbox"/>	LMUSD furnishes equipment, materials, tools, and/or supplies	<input type="checkbox"/>	Individual furnishes everything. <i>Independent contractors generally supply the materials for the job and use their own tools and equipment.</i>
Will the District pay the worker's business and/or travel expenses?	<input type="checkbox"/>	LMUSD pays the business and travel expenses.	<input type="checkbox"/>	Responsible for all expenses. <i>Independent contracts can maximize profit by managing costs.</i>
Will the contract be based on hourly, weekly, or monthly rate?	<input type="checkbox"/>	LMUSD pays on an hourly, weekly, or monthly basis.	<input type="checkbox"/>	LMUSD pays per project <i>Independent contractors are paid by job or project, though by industry practice, some are paid by the hour.</i>
Behavioral Control: (check all that apply)				
Do you have the right to give the worker instructions about when, where and how to?	<input type="checkbox"/>	Complies with instructions. <i>Indicates control over the worker.</i>	<input type="checkbox"/>	Determines own schedule, location, and tasks.
Will the District provide training to the individual?	<input type="checkbox"/>	LMUSD provides training	<input type="checkbox"/>	Responsible for own training. <i>Independent contractors are already trained.</i>
Will you require the individual to perform the services personally?	<input type="checkbox"/>	Must be performed personally. <i>Indicates that you are interested in the methods employed and not just the results.</i>	<input type="checkbox"/>	Can be performed by his or her employees or subcontractors.
Will the District establish the hours of work?	<input type="checkbox"/>	LMUSD sets the hours.	<input type="checkbox"/>	Responsible for his or her own schedule.
Will the District require the services full time during the duration of the contract?	<input type="checkbox"/>	LMUSD requires full-time commitment.	<input type="checkbox"/>	Can work for others during the period of the contract. Independent contractors choose where and when they will work.
Will the work be performed on the District's premises?	<input type="checkbox"/>	Performed on LMUSD's premises.	<input type="checkbox"/>	Performed at the individual's place of business.
Will the District require progress reports on a regular basis?	<input type="checkbox"/>	LMUSD requires reports.	<input type="checkbox"/>	Reports are not required unless stipulated in contract.
Relationship: (check all that apply)				
Does the service provider work for one firm at a time?	<input type="checkbox"/>	Works for only one firm at a time.	<input type="checkbox"/>	Performs services for multiple unrelated customers at the same time. <i>Tends to indicate independent contractor, but isn't conclusive since employees can work for more than one employer.</i>
Does the service provider make his or her services known to the public primarily through word of mouth?	<input type="checkbox"/>	Makes services known by word of mouth.	<input type="checkbox"/>	Advertises his or her business in publications, yellow pages, web, etc.
Does the District have the right to discharge the worker?	<input type="checkbox"/>	LMUSD has the right to discharge.	<input type="checkbox"/>	Cannot be fired if he or she produces a result based on the specifications of the contract. An independent contractor can't be fired without subjecting LMUSD to risk of breach of contract.
Does the individual have the right to end his or her relationship with the District at any time without incurring liability?	<input type="checkbox"/>	The individual can terminate at any time	<input type="checkbox"/>	The service provider incurs liability for non-delivery.
Does the District anticipate a continuing relationship?	<input type="checkbox"/>	LMUSD anticipates a continuing relationship	<input type="checkbox"/>	A continuing relationship is not anticipated. Projects are contracted only when need arises.
Will you integrate the worker's services into your daily operations by providing email, an office, and requiring attendance at meetings?	<input type="checkbox"/>	Integrated into LMUSD	<input type="checkbox"/>	Independent of the District's activities.