



Administrative Form AP-F006 INDEPENDENT CONTRACT AGREEMENT

Following is the process used for submission and approval of an Independent Contractor Agreement (“ICA”) in the Washoe County School District (“District” or “WCSD”).

1. The ICA must be approved through the WCSD Office of Business and Financial Services **prior** to the start of service. The Superintendent, Chief Financial Officer, and Director of Procurement and Contracts are the only representatives of the District authorized to sign the ICA. If you do not have a signed copy of the ICA and an approved purchase order, there is no authorization for services to be performed.
2. Instructions
 - a. The ICA form and W-9 are to be completed and signed electronically. Electronic, certified signatures through Adobe are acceptable. Other approvals are done via Business Plus workflow.
 - b. District site representative completes the ICA Justification Worksheet, ICA Screening Form, and ICA. If provider does not have access to Adobe, print the form, obtain the provider's signature and copies of associated required documents (i.e. W-9, certificate of insurance, completed fingerprint form). Scan all documents and save as .pdf.
 - c. Enter a purchase requisition into Business Plus for **all** ICAs regardless of total dollar amount.
 - d. Enter “IC” in any 1 of the 10 requisition code boxes on the purchase requisition.
 - e. If ICA is being paid for with student activity funds forward SAF check with Deposit Transmittal Form to Business Office for deposit.
 - f. Attach ICA and required documents to purchase requisition. Request will route through Business Plus for approval. Your request is fully approved when a PO number has been assigned.
3. Approved ICA will be sent electronically to the originator or denied ICA will be returned to initiating department. **Do not allow a contractor to provide services until you have received the fully approved ICA.**
4. Vendor invoice and receiving on the purchase order is required for payment to be processed.

Staff's attention to the correct processing of an ICA will ensure prompt payment after services are rendered. Questions about these procedures should be directed to the Office of Business and Financial Services at 775-348-0307 or 775-348-0317.

Independent Contractor (IC) Justification Worksheet

Name of Contractor: _____ PR Num: _____
Vendor ID: _____

1. Is the Contractor/Owner a current/former employee of WCSD? Yes ___ No ___
2. Is the Contractor/Owner a retiree of WCSD or other state agency? Yes ___ No ___
3. If yes to 1 or 2, will the contractor be working in the same or similar capacity and within 6 months or the same calendar year as they were employed? Yes ___ No ___

If the answer to 3 is yes, the Contractor/Owner is ineligible to be an independent contractor with Washoe County School District.

4. Will the Independent Contractor be working on District Property? Yes ___ No ___
5. Will the Independent Contractor be working directly with students? Yes ___ No ___

If yes to 4 or 5, name and title of person monitoring Contractor:

*Explain why it is necessary to secure the services of this Independent Contractor and what will not get done if Independent Contractor is not contracted by WCSD:

Describe the scope of work including date(s) services will be provided, details of the work to be completed and specific deliverables:

Provide a detailed breakdown of contract costs (i.e. consulting fees, travel expenses, material expenses, etc.) and the expected payment schedule (one-time, weekly, monthly, etc.):

Budget Source: General_____ Grant_____ Capital/Bonds_____ SAF _____

Total dollar amount of IC services: _____ Daily pay rate_____

Department requesting IC: _____

Department Head/Principal Name: _____ Date_____

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*Excludes Related Services Consultants (i.e. bilingual school psychologists, speech pathologists, occupational therapists, physical therapists and school nurses) through Student Support Services.

Screening to Determine Potential Status as an Independent Contractor

It is the responsibility of the appointing authority to evaluate the nature of services and terms negotiated in order to recommend "independent contractor" status.

	YES	NO
1. Is the individual currently an employee of the District in any capacity? If yes, Certified or Classified	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the District have the right to control when, where, and how much the individual is to work or provide training to the individual?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the District furnish the worker's space, equipment, tools, or supplies on a recurring basis?	<input type="checkbox"/>	<input type="checkbox"/>
4. Are any of the workers who assist this individual in the performance of his/her duties employees of the District?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the arrangement with this individual constitute continuing or recurring work, even if the services are seasonal, part-time, or of short duration?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the District incur an employment liability if the individual is terminated for failure to perform?	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the individual restricted from offering his/her service to the general public while engaged in this relationship with the District?	<input type="checkbox"/>	<input type="checkbox"/>

Note: "Yes" answers are indicative of employee status per IRS Revenue Ruling 87-41, 1987-1 CB296.

While there is no set number of "yes" answers which can cause a person to be classified as an employee rather than an independent contractor, some IRS auditors will try to classify an individual to employee status with only one "yes". Therefore, if **any** answer to the questions above is "YES", then **this form is not acceptable**. An EMPLOYEE must provide the services by processing through normal personnel/payroll procedures.

What is the penalty of misclassification?

1. If the IRS reclassifies a significant number of independent contractors to employee status, the result is a significant financial impact on the school district and the location(s) that are making these payments. As shown below, the cost to the school district for worker misclassification can be up to 63.3%.
 - a. Federal income tax at the rate of 20%; and
 - b. Federal Social Security and Medicare tax assessment of 15.3%; and
 - c. Retirement contribution rate of 14.0% or 28.0%.

Department Head/Principal Signature

Date

Washoe County School District, hereafter referred to as DISTRICT, and _____,
hereafter referred to as CONTRACTOR, agree to the following terms and conditions:

1. **SERVICES to be performed by CONTRACTOR:**
2. **SCHEDULE OF SERVICES AND PAYMENT:** CONTRACTOR will comply with the following schedule in the performance of service or delivery of product:

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- A. The total amount due CONTRACTOR from DISTRICT for the above stated services: \$_____.
 - B. Date services are to begin: _____ and date services are to end: _____.
 - C. DISTRICT shall pay CONTRACTOR within 30 days of receipt of an invoice from CONTRACTOR. Final payment is due upon satisfactory completion of the contract as certified by the recognized agent of DISTRICT and within 30 days of receipt of an invoice from CONTRACTOR.
 - D. This agreement may be terminated immediately by DISTRICT giving written notice to CONTRACTOR.
 - E. Contractor shall invoice at least quarterly but may invoice monthly.
 3. **CONTRACTOR CERTIFICATIONS:** The undersigned CONTRACTOR certifies:
 - A. CONTRACTOR is not an employee of DISTRICT and DISTRICT is not CONTRACTOR'S employer. CONTRACTOR thereby waives any and all claims to benefits otherwise provided to employees, included but not limited to medical, dental, or other personal insurance; retirement benefits; unemployment benefits; and workers' compensation insurance coverage, if not required by law.
 - B. The services provided by CONTRACTOR are not supervised or controlled by DISTRICT, and the only demand on CONTRACTOR'S time is faithful performance and delivery of described services by the specified deadline.
 - C. CONTRACTOR is not in the same trade, business, profession, or occupation as DISTRICT.
 - D. CONTRACTOR **does** hold itself out as being engaged in a business separate from that of DISTRICT. CONTRACTOR **does** hold a business or occupational license in CONTRACTOR'S **own name to provide similar services for other customers**. CONTRACTOR'S business or occupational license number is _____.
 - E. CONTRACTOR does own, rent, or lease property used in the furtherance of CONTRACTOR'S business.
 - F. CONTRACTOR'S federal tax I.D. number (TIN or SS#) is _____. **Attach a FEDERAL FORM W-9.**
 - G. CONTRACTOR acknowledges that DISTRICT is not engaged in any construction project related to or in conjunction with the services CONTRACTOR agrees to provide.
 - H. If CONTRACTOR will be performing services with the help of others, CONTRACTOR agrees to obtain a waiver of subrogation endorsement in favor of the DISTRICT and maintain coverage for industrial insurance pursuant to NRS Chapter 616 for involved parties in full force and will **file with this form a WAIVER OF SUBROGATION ENDORSEMENT and a CERTIFICATE OF WORKER'S COMPENSATION.**
 - I. CONTRACTOR shall not discriminate against any person referred for CONTRACTOR services because of actual or perceived race, color, religion, sex (including pregnancy), national origin, age, sexual orientation, gender identity or expression, genetic information, veterans or military status, marital status, political affiliation, the presence of any sensory, physical or mental disability, or socioeconomic status.
 - J. CONTRACTOR shall hold harmless, indemnify and defend DISTRICT and their officers from and against all claims, liabilities, failure to act, omission, or negligence of CONTRACTOR.
 - K. CONTRACTOR shall obtain and maintain throughout the term of this independent contract Accident and Liability Insurance. The coverage shall include general liability insurance with limits of \$1,000,000 per coverage and automobile liability insurance with limits of \$300,000 per coverage. Contractor shall name DISTRICT as an additional insured on its general liability **and** auto insurance policies and provide proof of insurance at the time of execution of this agreement.

- L. Have you, or any of your employees that may be present on DISTRICT premises, **EVER** (no matter how long it has been) been arrested (even if charges were dropped), convicted, pled guilty or pled no contest to:
- A criminal offense, other than a minor traffic violation? This includes, but is not limited to a felony, gross misdemeanor, misdemeanor, DUI, etc.) Yes No
 - A drug or sexual related offense or act of violence? Yes No
 - Been reported for child abuse/sexual activities involving a student or minor, or had charges filed against you by a school district, state / county agency, police or court? Yes No
- If "yes", please explain the person(s), type(s) of offense(s), location(s) and date(s) below. Attach a separate sheet if necessary.

Person	Date	Charge/Offense	Disposition	Penalty	Explanation

4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:

- A. As required by the federal government, as defined at 34 CFR part 85, Sections 85.105 and 85.110: The Contractor or Subgrantee certifies that it and its principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

CONTRACTOR:

Name: _____
 Address: _____

 Phone Number: _____
 Email address: _____

 Contractor's Signature Date

 Signed by (Please print name)

WASHOE COUNTY SCHOOL DISTRICT:

 Authorized District Representative Date
 (Superintendent, CFO or Director of Procurement)

 Signed by (Please print name)

CHARGE TO ACCOUNT: _____

Fingerprint Screening/Verification

Name of Service Provider: _____

Vendor Name on Contract: _____

Fingerprinting is deemed mandatory for the following reason (please check all that apply):

Provider will be working directly with students and unsupervised by WCSD staff*

Provider will have access to student information (i.e. test scorers)*

Provider is grant funded and fingerprinting is required by the grant*

Provider does not meet any of the above criteria and fingerprinting is not required

Department Head/Principal Signature

Date

*Any service provider who meets the criteria for fingerprinting should take this signed form to the Washoe County School District School Police office at 425 E 9th Street, Reno, NV 89512. Reservations are recommended and can be made at <https://www.washoeschools.net/Page/11574>. Please bring cash or a check made payable to WCSD for \$55. This fee is a cost to the provider and will not be paid for or reimbursed by WCSD.

Return completed fingerprint screening/verification form to:

_____ for submission with Independent Contractor Agreement.
(site name)

WCSD School Police confirmation
of completed fingerprinting

Date

Work may not begin without Business Office approved Independent Contractor Agreement.