

**AGENDA ITEM:** Independent Contractor Agreements

**Prepared by:** Kevin Bultema, Assistant Superintendent

☒ Consent

Board Date January 18, 2017

☐ Information Only

☐ Discussion/Action

### **Background Information**

Per Board Policy 3600 Consultants/Independent Contractor, all Consultant/Independent Contractor Agreements shall be brought before the board for approval.

- Christopher Burkhardt (Inspire, ASB)
- Kathleen Cahill (FVHS)
- Paul Elcessor (Educational Services)
- Tristan Gunderson (Inspire, ASB)
- Grant Hornbeak (Educational Services)
- Stacy Johnson (Educational Services)
- Mike Mattingly (Educational Services)
- Nice Price (Educational Services)

### **Educational Implications**

Per Board Policy 3600, the Board of Education authorizes the use of consultants/independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

### **Fiscal Implications**

Consultant/Independent Contractor Agreement(s) to be paid from accounts noted on approval forms.



530/891-3000  
fax 891-3220  
[www.ChicoUSD.org](http://www.ChicoUSD.org)

Completed By: Doris Luther Phone: 891-3090

- Name: Christopher Burkhardt  
Email Address: christopherburkhardt61@gmail.com  
Street Address/POB: 1443 Yosemite Drive  
City, State, Zip Code: Chico, CA 95928  
Phone:   
Taxpayer ID/SSN:

a. Scope of Work: set work for Scapino

- | 3. | ASB Account(s) Affected   | ASB Account # | Percentage |
|----|---------------------------|---------------|------------|
| a. | Production Team - Scapino | 212-7         | 100.00%    |
| b. |                           |               | 0.00%      |
| c. |                           |               | 0.00%      |

- BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.  
Board Approval Date: \_\_\_\_\_ Board authorizing signature: \_\_\_\_\_

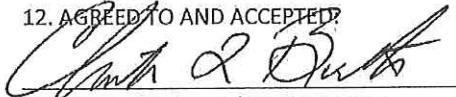
INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Christopher Burkhardt

ICA#

1. The Independent Contractor will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Independent Contractor's employees.
2. Independent Contractor shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
3. In the performance of the work herein contemplated, the Independent Contractor with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.
5. Independent Contractor agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.
6. Independent Contractor will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Independent Contractor agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The Independent Contractor will be paid by vendor check as an Independent Contractor.
10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.


12. AGREED TO AND ACCEPTED:

  
Signature of Independent Contractor

CH BURKHARDT  
Printed Name

12/12/16  
Date

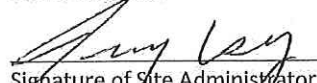
13. RECOMMENDED:

  
Signature of ASB Advisor

Jarrah L. Myles  
Printed Name

12/5/16  
Date

14. APPROVED:

  
Signature of Site Administrator

Jerry Crosby  
Printed Name

12/5/16  
Date

15. APPROVED:

\_\_\_\_\_  
Signature of District Administrator,  
Business Services

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

16. ASB Approved Purchase Order # \_\_\_\_\_

\_\_\_\_\_  
Signature of ASB Accounting Technician

\_\_\_\_\_  
Originating Administrator Signature (Blue Ink)

\_\_\_\_\_  
Date



**Administrative Offices**  
 1163 E. Seventh Street  
 Chico, CA 95928-5999

530/891-3000  
 fax 891-3220  
 www.ChicoUSD.org

### Independent Contractor Agreement

Completed By: Carol Burns

Phone: (530) 891-3092

1. This Agreement is made by and between Chico Unified School District and:

Name: Kathleen Cahill

Email Address: kat\_cahill@icloud.com

Street Address/POB: 2244 Elm Street

City, State, Zip Code: Chico, CA 95928

Phone:

Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect From: 12/9/16

To: 12/9/16

Site Code: 030

Location(s) of Services: FVHS, 290 East Avenue, Chico, CA 95928

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):

a. Scope of Work: Kathleen Cahill HIV+ will present required HIV/AIDS information for the Positive Prevention Plus Health curriculum to Fair View High School students needing to fulfill their health requirements for graduation.

b. Goal (if applicable): Positive Prevention Plus HIV/AIDS required curriculum

3. Funding/Program/Grant Affected (corresponding to accounts listed in item 4):

a. Site discretionary instructional funds

b. \_\_\_\_\_

c. \_\_\_\_\_

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	0%	01	0009	0	3200	1000	5800	030	3030
2	0%						5800		
3	0%						5800		

5. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:

\$ 60.00 Rate X 1.00 Quantity Days = \$ 60.00 Total for Services

**Additional Expenses** (if applicable, in the event of changes to service or other expense types)

Item: \_\_\_\_\_ \$ \_\_\_\_\_

Item: \_\_\_\_\_ \$ \_\_\_\_\_

\$ 0.00 Total of Additional Expenses

\$ 60.00 Grand Total (Services + Additional Expenses)

6. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is ☐ On File ☐ Attached

7. Completed W9 "Request for Taxpayer Identification Number/Certification" form is ☐ On File ☐ Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.  
 Board Approval Date: \_\_\_\_\_

## INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Kathleen Cahill

ICA#

1. The Independent Contractor will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Independent Contractor's employees.
2. Independent Contractor shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
3. In the performance of the work herein contemplated, the Independent Contractor with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.
5. Independent Contractor agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.
6. Independent Contractor will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Independent Contractor agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The Independent Contractor will be paid by vendor check as an Independent Contractor.
10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

## 12. AGREED TO AND ACCEPTED:

Kate Cahill  
Signature of Independent Contractor

Kate Cahill  
Printed Name

12-9-16  
Date

## 13. RECOMMENDED:

Brenda Kesser  
Signature of Originating Administrator

Brenda Kesser  
Printed Name

12-9-16  
Date

## 14. APPROVED:

\_\_\_\_\_  
Signature of District Administrator OR  
Director of Categorical Programs

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## 15. APPROVED:

\_\_\_\_\_  
Signature of District Administrator,  
Business Services

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## 16. AUTHORIZATION FOR PAYMENT

## CHECK REQUIRED

(Invoice to accompany payment request):

- ☐ Partial Payment through: \_\_\_\_\_  
☐ Full or Final Payment

\$ 50.00  
Amount

## DISPOSITION OF CHECK by Accounts Payable:

☒ Check released upon completion of services)☐ Send to Site Administrator (date): \_\_\_\_\_☐ Mail to Independent Contractor

\_\_\_\_\_  
Originating Administrator Signature (Blue Ink)

\_\_\_\_\_  
Date

530/891-3000  
fax 891-3220  
[www.ChicoUSD.org](http://www.ChicoUSD.org)

Phone: 891-3066

- Name: Paul Ellcessor  
Email Address: pvelljr@gmail.com  
Street Address/POB: 9582 Lott Road  
City, State, Zip Code: Durham .  
Phone:   
Taxpayer ID/SSN:

Location(s) of Services: Chap,Citrus,McM,ND,ParkV,RoseD,BJHS,CJHS

- a. Scope of Work: Paul will be working in the after school program as the professional golf coach. He will be planning lessons and teaching students the game of golf at each of the 8 sites focusing on life skills, physical skills and rules of the game.

- a. PEP Grant (Carol P. White Physical Education Grant)
- b. \_\_\_\_\_
- c. \_\_\_\_\_

4.		Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
	1	0.00%	01	5822	0	1110	1000	5800	570	6700
	2	0.00%						5800		
	3	0.00%						5800		

- (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

\$ \$ 3,000.00	Grand Total (Services + Additional Expenses)
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7. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☐ On File ☒ Attached

Board authorizing signature:

**INDEPENDENT CONTRACTOR TERMS AND CONDITIONS**

Independent Contractor Name: Paul Ellcessor

CA#

1. The Independent Contractor will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Independent Contractor's employees.
2. Independent Contractor shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
3. In the performance of the work herein contemplated, the Independent Contractor with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.
5. Independent Contractor agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.
6. Independent Contractor will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Independent Contractor agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The Independent Contractor will be paid by vendor check as an Independent Contractor.
10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

**12. AGREED TO AND ACCEPTED:**

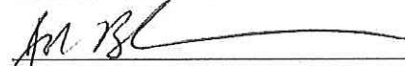
  
Signature of Independent Contractor

Paul Ellcessor

Printed Name

1-8-2017  
Date

**13. RECOMMENDED:**


  
Signature of Originating Administrator

John Bohannon

Printed Name

1-10-17  
Date

**14. APPROVED:**

  
Signature of District Administrator OR  
Director of Categorical Programs

John Bohannon

Printed Name

1-10-17  
Date

**15. APPROVED:**

Signature of District Administrator,  
Business Services

Printed Name

Date

**16. AUTHORIZATION FOR PAYMENT**

**CHECK REQUIRED**

(Invoice to accompany payment request):

- ☐ Partial Payment through: \_\_\_\_\_  
☐ Full or Final Payment

**DISPOSITION OF CHECK by Accounts Payable:**

(check released upon completion of services)

- ☐ Send to Site Administrator (date): \_\_\_\_\_  
☐ Mail to Independent Contractor

\$ \_\_\_\_\_  
Amount

Originating Administrator Signature (Blue Ink)

Date

ICA# \_\_\_\_\_



**Administrative Offices**  
1163 E. Seventh Street  
Chico, CA 95928-5999

530/891-3000  
fax 891-3220  
www.ChicoUSD.org

### ASB Independent Contractor Agreement

Completed By: Doris Luther Phone: 891-3090

1. This Agreement is made by and between Chico Unified School District Inspire School of Arts and Sciences and:

Name: Tristan Gunderson  
Email Address: tritanman22@gmail.com  
Street Address/POB: 1953 Wild Oak Lane  
City, State, Zip Code: Chico, CA 95928  
Phone:                       
Taxpayer ID/SSN:                     

This agreement will be in effect From: 11/1/16 To: 11/30/16  
Site Code: 380 Location(s) of Services: Inspire

2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):

a. Scope of Work: set work  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
b. Goal (if applicable): beautiful sets  
\_\_\_\_\_

3. ASB Account(s) Affected	ASB Account #	Percentage
a. <u>Production Team - Scapino</u>	<u>212-7</u>	<u>100.00%</u>
b. _____	_____	<u>0.00%</u>
c. _____	_____	<u>0.00%</u>

4. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:

\$ 40.00 Hourly Rate X 1.00 # Hours = \$ 40.00 Total for Services  
(For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

Additional Expenses (if applicable, in the event of changes to service or other expense types)

Item: \_\_\_\_\_ \$ \_\_\_\_\_  
Item: \_\_\_\_\_ \$ \_\_\_\_\_  
\$ 0.00 Total of Additional Expenses  
\$ 40.00 Grand Total (Services + Additional Expenses)

5. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is: ☐ On File ☒ Attached  
6. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☐ On File ☒ Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.  
Board Approval Date: \_\_\_\_\_ Board authorizing signature: \_\_\_\_\_

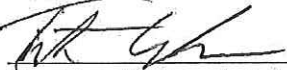
**INDEPENDENT CONTRACTOR TERMS AND CONDITIONS**

Independent Contractor Name: Tristan Gunderson

ICA#

1. The Independent Contractor will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Independent Contractor's employees.
2. Independent Contractor shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, the Independent Contractor with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.
5. Independent Contractor agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.
6. Independent Contractor will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
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**12. AGREED TO AND ACCEPTED:**

  
Signature of Independent Contractor

Tristan Gunderson  
Printed Name

12/9/16  
Date

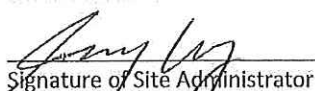
**13. RECOMMENDED:**

  
Signature of ASB Advisor

Jarrah Myles  
Printed Name

12/5/16  
Date

**14. APPROVED:**

  
Signature of Site Administrator

Jerry Crosby  
Printed Name

12/5/16  
Date

**15. APPROVED:**

\_\_\_\_\_  
Signature of District Administrator,  
Business Services

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

16. ASB Approved Purchase Order # \_\_\_\_\_

\_\_\_\_\_  
Signature of ASB Accounting Technician

\_\_\_\_\_  
Originating Administrator Signature (Blue Ink)

\_\_\_\_\_  
Date



Chico, CA 95928-5999

[www.ChicoUSD.org](http://www.ChicoUSD.org)

Board authorizing signature:

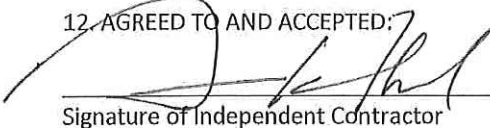
# INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Grant Hornbeak

CA#

1. The Independent Contractor will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Independent Contractor's employees.
2. Independent Contractor shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
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4. If applicable, the Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.
5. Independent Contractor agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.
6. Independent Contractor will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
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11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

## 12. AGREED TO AND ACCEPTED:

  
Signature of Independent Contractor

Grant Hornbeak

Printed Name

11/9/17  
Date

## 13. RECOMMENDED:

  
Signature of Originating Administrator

John Bohannon

Printed Name

1-10-17  
Date

## 14. APPROVED:

  
Signature of District Administrator OR  
Director of Categorical Programs

John Bohannon

Printed Name

1-10-17  
Date

## 15. APPROVED:

\_\_\_\_\_  
Signature of District Administrator,  
Business Services

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## 16. AUTHORIZATION FOR PAYMENT CHECK REQUIRED

(Invoice to accompany payment request):

- ☐ Partial Payment through: \_\_\_\_\_  
☐ Full or Final Payment

DISPOSITION OF CHECK by Accounts Payable:  
(check released upon completion of services)

- ☐ Send to Site Administrator (date): \_\_\_\_\_  
☐ Mail to Independent Contractor

\$ \_\_\_\_\_  
Amount

\_\_\_\_\_  
Originating Administrator Signature (Blue Ink)

\_\_\_\_\_  
Date

CA# \_\_\_\_\_



**Administrative Offices**  
 1163 E. Seventh Street  
 Chico, CA 95928-5999

530/891-3000  
 fax 891-3220  
 www.ChicoUSD.org

### Independent Contractor Agreement

Completed By: Christina Winkle Phone: (530) 891-3000

**1. This Agreement is made by and between Chico Unified School District and:**

Name: Stacy Johnson  
 Email Address: \_\_\_\_\_  
 Street Address/POB: 2697 White Ave  
 City, State, Zip Code: Chico, CA 95973  
 Phone: \_\_\_\_\_  
 Taxpayer ID/SSN: \_\_\_\_\_

This agreement will be in effect From: 1/1/17 To: 6/30/17  
 Site Code: \_\_\_\_\_ Location(s) of Services: Johnson House, Butte County Jail, YBC Farm

**2. Scope of Work to be performed and Goal (Strategic Plan, Site Plan, Other) to be achieved as a result of Independent Contractor Services (attach separate sheet if necessary):**

a. Scope of Work: Provide sober living environment for YouthBuild participants - Board approved 08/24/2016

b. Goal (if applicable): To provide a safe, supportive, healthy and engaging environment for learning to take place, to build off

**3. Funding/Program/Grant Affected (corresponding to accounts listed in item 4):**

a. Byrne Jag Grant

b. \_\_\_\_\_

c. \_\_\_\_\_

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	0.00%	0	9150	0	3800	2490	5800	570	6700
2	0.00%						5800		
3	0.00%						5800		

**5. Payment to Independent Contractor for services actually rendered and supported by Independent Contractor initiated invoices, the District will pay the Independent Contractor not to exceed the payment criteria as follows:**

\$ \$ 13,800.00 Hourly Rate X 1.00 # Hours = \$ \$ 13,800.00 Total for Services  
 (For Flat Rate fees, please place the flat rate under "hourly rate" and use "1" for number of hours.)

*Lump-Sum/One-Time*

**Additional Expenses (if applicable, in the event of changes to service or other expense types)**

Item: \_\_\_\_\_ \$ \_\_\_\_\_

Item: \_\_\_\_\_ \$ \_\_\_\_\_

\$ \$ 0.00 Total of Additional Expenses

\$ \$ 13,800.00 Grand Total (Services + Additional Expenses)

6. Completed BS10A "Certificate of Independent Consultant Agreement" guideline is: ☒ On File ☐ Attached

7. Completed W9 "Request for Taxpayer Identification Number/Certification" form is: ☒ On File ☐ Attached

BP 3600 states all Consultants/Independent Contractor contracts shall be brought to the Board for Approval.

Board Approval Date: \_\_\_\_\_

Board authorizing signature: \_\_\_\_\_

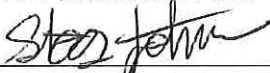
**INDEPENDENT CONTRACTOR TERMS AND CONDITIONS**

Independent Contractor Name: Stacy Johnson, Johnson House

CA#

1. The Independent Contractor will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Independent Contractor's employees.
2. Independent Contractor shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, the Independent Contractor with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.
5. Independent Contractor agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.
6. Independent Contractor will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Independent Contractor agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The Independent Contractor will be paid by vendor check as an Independent Contractor.
10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

## 12. AGREED TO AND ACCEPTED:

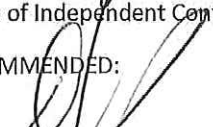
  
 Signature of Independent Contractor

Stacy Johnson

Printed Name

1-3-17  
 Date

## 13. RECOMMENDED:

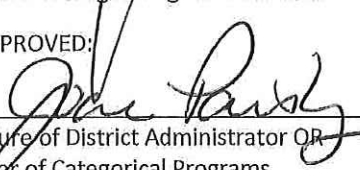
  
 Signature of Originating Administrator

David McKay, Director

Printed Name

1-3-17  
 Date

## 14. APPROVED:

  
 Signature of District Administrator OR  
 Director of Categorical Programs

Joanne Parsley, Asst. Superintendent

Printed Name

1-3-17  
 Date

## 15. APPROVED:

\_\_\_\_\_  
 Signature of District Administrator,  
 Business Services

Kevin Bultema, Asst. Superintendent

Printed Name

Date

## 16. AUTHORIZATION FOR PAYMENT

## CHECK REQUIRED

(Invoice to accompany payment request):

- ☐ Partial Payment through: \_\_\_\_\_  
☐ Full or Final Payment

## DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

- ☐ Send to Site Administrator (date): \_\_\_\_\_  
☐ Mail to Independent Contractor

\$ \_\_\_\_\_  
 Amount

Originating Administrator Signature (Blue Ink)

Date

530/891-3000  
fax 891-3220  
[www.ChicoUSD.org](http://www.ChicoUSD.org)

Board Approval Date: \_\_\_\_\_ Board authorizing signature: \_\_\_\_\_

## INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Mike Mattingly

CA#

1. The Independent Contractor will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Independent Contractor's employees.
2. Independent Contractor shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page I of this Agreement.
3. In the performance of the work herein contemplated, the Independent Contractor with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.
5. Independent Contractor agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.
6. Independent Contractor will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Independent Contractor agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The Independent Contractor will be paid by vendor check as an Independent Contractor.
10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

## 12. AGREED TO AND ACCEPTED:

  
 Signature of Independent Contractor

Mike Mattingly

Printed Name

1-9-17  
 Date

## 13. RECOMMENDED:

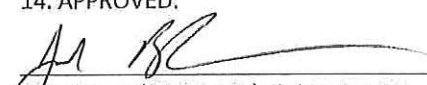
  
 Signature of Originating Administrator

John Bohannon

Printed Name

1-10-17  
 Date

## 14. APPROVED:

  
 Signature of District Administrator OR  
 Director of Categorical Programs

John Bohannon

Printed Name

1-10-17  
 Date

## 15. APPROVED:

\_\_\_\_\_  
 Signature of District Administrator,  
 Business Services

Printed Name

Date

## 16. AUTHORIZATION FOR PAYMENT

## CHECK REQUIRED

(Invoice to accompany payment request):

☐ Partial Payment through: \_\_\_\_\_☐ Full or Final Payment

## DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

☐ Send to Site Administrator (date): \_\_\_\_\_☐ Mail to Independent Contractor

\$ \_\_\_\_\_  
 Amount

Originating Administrator Signature (Blue Ink)

Date

530/891-3000  
fax 891-3220  
[www.ChicoUSD.org](http://www.ChicoUSD.org)

Phone: 891-3066

- Board Approval Date: \_\_\_\_\_ Board authorizing signature: \_\_\_\_\_

**INDEPENDENT CONTRACTOR TERMS AND CONDITIONS**

Independent Contractor Name: Nick Price

CA#

1. The Independent Contractor will perform said services independently, not as an employee of the District; therefore, the District is not liable for worker's compensation or unemployment benefits in connection with this Independent Contractor Agreement. Independent Contractor shall assume full responsibility for payment of all Federal, State and Local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Independent Contractor's employees.
2. Independent Contractor shall furnish, at his/her own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement, unless agreed upon under Additional Expenses on page 1 of this Agreement.
3. In the performance of the work herein contemplated, the Independent Contractor with the authority to control and direct the performance of the details of the work, the District being interested in the results obtained.
4. If applicable, the Independent Contractor will certify in writing, using Administration Form #3515.6, that criminal background checks have been completed as per Board Policy #3515.6 prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Independent Contractor.
5. Independent Contractor agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Independent Contractor's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Independent Contractor, and/or the Independent Contractor's employee or agents.
6. Independent Contractor will provide to Assistant Superintendent, Business Services, upon request, a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the District.
7. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
8. The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Independent Contractor agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to Independent Contractor, Independent Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.
9. The Independent Contractor will be paid by vendor check as an Independent Contractor.
10. Independent Contractor shall provide an original invoice to the Originating Administrator. Independent Contractor shall be paid within 30 days of receipt of invoice and authorization of payment forwarded to the CUSD Accounts Payable department along with the original invoice.
11. Either party may terminate this agreement, with or without cause, upon 30 days' written notice to the other. Vendor shall be paid for work actually performed as of the date of receipt of such notice.

**12. AGREED TO AND ACCEPTED:**

Nick Price  
Signature of Independent Contractor

Nick Price

Printed Name

1/9/17  
Date

**13. RECOMMENDED:**

John Bohannon  
Signature of Originating Administrator

John Bohannon

Printed Name

1/10/17  
Date

**14. APPROVED:**

John Bohannon  
Signature of District Administrator OR  
Director of Categorical Programs

John Bohannon

Printed Name

1-10-17  
Date

**15. APPROVED:**

\_\_\_\_\_  
Signature of District Administrator,  
Business Services

Printed Name

Date

**16. AUTHORIZATION FOR PAYMENT****CHECK REQUIRED**

(Invoice to accompany payment request):

- ☐ Partial Payment through: \_\_\_\_\_  
☐ Full or Final Payment

**DISPOSITION OF CHECK by Accounts Payable:**

(check released upon completion of services)

- ☐ Send to Site Administrator (date): \_\_\_\_\_  
☐ Mail to Independent Contractor

\$ \_\_\_\_\_  
Amount

Originating Administrator Signature (Blue Ink)

Date