

AGENDA ITEM: Independent Contractor Agreements

Prepared by: Kevin Bultema, Assistant Superintendent

☒ Consent

Board Date February 15, 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.

- Sharon DeMeyer (Inspire, ASB)
- Brian Ellis (PVHS, ASB)
- Great Outdoors Landscape Maintenance, Joe Morris (Bidwell Jr)
- Nicholas Medici (PVHS, ASB)

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.

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: (530) 891-3090

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

Name: Sharon DeMeyer

Email Address: sldemeyer@comcast.net

Street Address/POB: 1395 W Lindo Ave

City, State, Zip Code: Chico, CA 95926

Phone: _____

Taxpayer ID/SSN: _____

This agreement will be in effect From: 7/1/16

To: 6/30/17

Site Code: 380

Location(s) of Services: Inspire School of Arts and Sciences

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: photography documenting Inspire's performing arts events

b. Goal (if applicable): quality photos

3. ASB Account(s) Affected

a. Choir, Orchestra, Production Team, Musical Theatre, Theatre, Dance, Choreography

ASB Account #

various

Percentage

100.00%

b. _____

0.00%

c. _____

0.00%

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:

\$ 100.00 Hourly Rate X 10.00 # Hours = \$ 1,000.00 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

\$ 1,000.00

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: Sharon DeMeyer

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

Printed Name

Date

13. RECOMMENDED:

Signature of ASB Advisor

Printed Name

Date

14. APPROVED:

Signature of Site Administrator

Printed Name

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

ASB Independent Contractor Agreement

Completed By: Brian Ellis Phone: (916) 759-0281

1. This Agreement is made by and between Chico Unified School District Pleasant Valley High School ASB and:

Name: Brian Ellis

Email Address: bellis10@mail.csuchico.edu

Street Address/POB: 642 W. 6th Ave

City, State, Zip Code: Chico, CA 95926

Phone:

Taxpayer ID/SSN:

This agreement will be in effect From: 10/1/16

To: 2/28/17

Site Code: 020

Location(s) of Services: Pleasant Valley High School

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:** Strength and conditioning training for the PVHS wrestling team.

- b. Goal (if applicable): _____

3.	ASB Account(s) Affected	ASB Account #	Percentage
a.	Wrestling	680	100.00%
b.			0.00%
c.			0.00%

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:

$$\underline{\$250.00} \text{ Hourly Rate} \times \underline{1.00} \text{ \# Hours} = \underline{\$250.00} \text{ Total for Services}$$

(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

\$250.00	Grand Total (Services + Additional Expenses)
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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

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name:

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:

Brian Ellis
Signature of Independent Contractor

Brian Ellis
Printed Name

1/30/17
Date

13. RECOMMENDED:

Signature of ASB Advisor

Printed Name

Date

14. APPROVED:

John Shephard
Signature of Site Administrator

John Shephard
Printed Name

2/1/17
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

ICA# _____



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Chico, CA 95928-5999

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

Independent Contractor Agreement

Completed By: Denise McKeonPhone: 891-3080

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

Name: Great Outdoors Landscape Maintenance, Joe Morris
Email Address: joemfootball@yahoo.com
Street Address/POB: 1264 Manzanita Ave.
City, State, Zip Code: Chico, CA 95926
Phone:
Social Security Number:

For vendors using a taxpayer identification number please complete a Contract Summary form.

This agreement will be in effect From: 2/13/17
Site Code: 050

To: 4/30/17
Location(s) of Services: Bidwell Jr. High - Special Ed Garden

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: Install irrigation in garden, includes labor and materials cost.

b. Goal (if applicable): Keep alive the Educational garden for SH class.

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

a. Recycling (donations) account.

b. _____

c. _____

4.	Percent (%)	Fund	Resource	Project/Year	Goal	Function	Object	Site	Manager
1	100%	01	9024	0	1313	1000	5800	050	2050
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:

\$ _____ Hourly Rate X _____ Quantity ☒ One-Time ☐ = \$0.00 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

\$1,600.00 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 Ratification Date: _____

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

Independent Contractor Name: Great Outdoors Landscape Maintenance, Joe Morris

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.
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:

John Morris
Signature of Independent Contractor

John Morris
Printed Name

2/9/17
Date

13. RECOMMENDED:

Leonard Lopez
Signature of Originating Administrator

Leonard Lopez
Printed Name

02/09/2017
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

\$ 1600.00
Amount

DISPOSITION OF CHECK by Accounts Payable:

(check released upon completion of services)

- ☒ Send to Site Administrator (date): 2-24-17
☐ Mail to Independent Contractor

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: Nicholas Medici Phone: (530) 520-7555

1. This Agreement is made by and between Chico Unified School District Pleasant Valley High School ASB and:

Name: Nicholas Medici
Email Address: nmedici85@gmail.com
Street Address/POB: 1017 Esplanade #10
City, State, Zip Code: Chico, CA 95926
Phone:
Taxpayer ID/SSN:

This agreement will be in effect From: 10/1/16 To: 2/28/17
Site Code: 020 Location(s) of Services: Pleasant Valley High School

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: Strength and conditioning specialist for the wrestling team. Provide and structure a Training Program for the athletes to improve their performance.

b. Goal (if applicable): For the athletes to make weight for their matches.

3. ASB Account(s) Affected	ASB Account #	Percentage
a. <u>Wrestling</u>	<u>680</u>	<u>100.00%</u>
b. <u> </u>	<u> </u>	<u>0.00%</u>
c. <u> </u>	<u> </u>	<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:

\$250.00 Hourly Rate X 1.00 # Hours = \$250.00 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
\$ 250.00 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:

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.
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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.
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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:

Nicholas Medic

Signature of Independent Contractor

Nicholas Medic

Printed Name

1/30/17

Date

13. RECOMMENDED:

Signature of ASB Advisor

Printed Name

Date

14. APPROVED:

[Signature]

Signature of Site Administrator

J. Shyler

Printed Name

2/1/17

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