



### ASB Independent Contractor Agreement

Completed By: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Street Address/POB: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

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

This agreement will be in effect From: \_\_\_\_\_ To: \_\_\_\_\_  
Site Code: \_\_\_\_\_ Location(s) of Services: \_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Goal (if applicable): \_\_\_\_\_

3. ASB Account(s) Affected	ASB Account #	Percentage
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

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:

**Pay Rate Option:**  Hourly  Daily  One-Time  Other (Please Specify) \_\_\_\_\_

**Pay Rate:** \$ \_\_\_\_\_ **Quantity:** \_\_\_\_\_ **Total for Services:** \$ \_\_\_\_\_  
(# of hours, days, etc.)

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

Item: \_\_\_\_\_ \$ \_\_\_\_\_  
Item: \_\_\_\_\_ \$ \_\_\_\_\_  
\$ \_\_\_\_\_ Total of Additional Expenses  
\$ \_\_\_\_\_ **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

**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:**

Signature of Independent Contractor	Printed Name	Date
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**13. RECOMMENDED:**

Signature of ASB Advisor	Printed Name	Date
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**14. APPROVED:**

Signature of Site Administrator	Printed Name	Date
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**15. APPROVED:**

Signature of District Administrator, Business Services	Printed Name	Date
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**16. ASB Approved Purchase Order # \_\_\_\_\_**

Signature of Student ASB Officer	Printed Name	Date
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