Mandatory Instructions (click to view)

CHICO UNIFIED SCHOOL DISTRICT

Business Services 1163 E. 7th Street, Chico, CA 95928 (530) 891-3000

| CA# _ |
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CONSULTANT AGREEMENT

| 1. | A completed | BS10a | ı. "Guideline | <u> </u> | For Services Proving Independent | | SB Consultants" certifica | ate is: |
|----------------------|--|---|---------------------|---------------------|----------------------------------|-----------------|------------------------------|---|
| | • | | ick to view) | - | Attached | | | |
| 2. | | , | , | Taxpaver Ide | | er and Cert | tification" form is: | |
| | _ | | ick to view) | 1 | Attached | | | |
| Thi | | | | onsulting se | rvices is made by | and betwo | een Chico Unified S | School District ASB and: |
| (| Street Address City, State, Zip I Taxpayer ID | Name: /POB: Code: Phone: 0/SSN: | | | _ | | | |
| I ni | s agreement will Location(s) of | | | t Fiscal Year) | From: | | To: | |
| 3. | Scope of Wor | k to be | performed: | (attach separat | e sheet if necessary) | | | |
| 4. | Goal (Strategi | c Plan, | Site Plan, C | Other) to be | achieved as a resu | ılt of Consu | ıltant services: | |
| 5. 1) 2) 3) | | name to | be Charge | d: (correspond | ding to accounts be | low) | | |
| 1) 2) 3) | | | _ | Amount | | | | |
| 7. | Payment to Co | onsulta | nt: (for the | above servic | es, ASB will pay | Consultant | as follows) | |
| \$ | | Per U | nit, times | | # Units = | \$ | | Total for Services |
| (U | nit: Per | Hour | Per I | Day | Per Activity) | | | |
| 8. | Additional Exp | oenses: | (i.e. mileage, ho | otel, air fare, etc | \$ \$ \$ \$ | \$ \$ | | Total for Addit'l Expenses Grand Total (not to exceed) |
| 9. A | Amounts of \$5,00 |)1.00 or | more require l | Board Approv | al: (date to Board) | (to be cor | mpleted by Business Serv | |

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CONSULTANT TERMS AND CONDITIONS

(Applicable, unless determined to be Contract Employee – See BS10a)

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- a. The Consultant 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 Consultant Agreement. Consultant 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 Consultant's employees. (Not applicable to Contract Employee)
- b. Consultant 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.
- c. In the performance of the work herein contemplated, Consultant is an 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.
- d. If applicable, the Consultant will certify in writing, using <u>Administration Form #3515.6.1</u>, that criminal background checks have been completed as per <u>Board Policy #3515.6</u> prior to commencement of services. This requirement also applies to any subcontractors or employees utilized by the Consultant.
- e. Consultant 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 Consultant's negligence in the performance of this Agreement, including, but not limited to, any claim due to injury and/or damage sustained by Consultant, and/or the Consultant's employee or agents.
- f. Consultant 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. (Not applicable to Contract Employee)
- g. Neither party shall assign nor delegate any part of this Agreement without the written consent of the other party.
- h. 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. Consultant 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 Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

11. AGREED TO AND ACCEPTED: (If determined to be a Contract Employee, a payroll check will be issued with applicable taxes withheld.)

| (Signature of Consultant) | (Print Name) | (Date) | | | | | | |
|--|--|--|--|--|--|--|--|--|
| 12. RECOMMENDED: | | | | | | | | |
| (Signature of Originating Faculty Advisor) | (Print Name) | (Date) | | | | | | |
| APPROVED: | ASB Requisition/PO # issued by ASB Accounting Office. ** | **ASB Requisition/PO# required before C.A. submitted to District for approval. | | | | | | |
| (Signature of ASB Officer) | (Print Name and Title) | (Date) | | | | | | |
| (Signature of Principal) | ignature of Principal) (Print Name and Title) | | | | | | | |
| APPROVED: | | | | | | | | |
| (Signature of Administrator – Business Services) | (Print Name and Title) | (Date) | | | | | | |
| 13. <u>Authorization for Payment:</u> Consultant Contract Employee | | | | | | | | |
| (a). CHECK REQUIRED (Invoice to accompany payment request): | | | | | | | | |
| Partial Payment thru:(Date) | | | | | | | | |
| Full or Final Payment | | | | | | | | |
| (b). | | | | | | | | |
| \$ | | | | | | | | |
| (Amount) (Originating Add | ninistrator Signature – Use Blue Ink) (Dat | te) | | | | | | |

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