

**INDEPENDENT CONTRACTOR AGREEMENT
BLUE OAK CHARTER SCHOOL**

This agreement, made and entered into this 22nd day of January by and between

Blue Oak Charter School and **Carol Fegte**

hereinafter referred to as "**BOCS**" and "**INDEPENDENT CONTRACTOR**".

The following services, for and in consideration of the mutual promises and agreements herein contained, will be provided:

• **SCOPE OF WORK:**

Provide violin and music instruction

• **DATE(S) SERVICES TO BE PERFORMED/DELIVERED:**

January 22, 2018 through February 2, 2018

• **LOCATION OF PERFORMANCE OF SERVICE:**

Blue Oak Charter School
450 W. East Ave.
Chico, CA 95926

• **AMOUNT OF PAYMENT:**

- **BOCS** shall pay a sum not to exceed \$1,200 to **INDEPENDENT CONTRACTOR** as full payment for all services set forth herein. **INDEPENDENT CONTRACTOR** shall not be paid for any additional expenses incurred unless contract is amended by mutual agreement. Payment for services will be as follows:

\$120 per day for 10 days as substitute music instructor. Contractor also understands she will provide monthly invoice to Blue Oak Charter School for payment for services and that she is solely responsible for her own taxes.

INDEPENDENT CONTRACTOR shall be paid for reasonable and necessary expenses incurred during the scope of work noted in this agreement. Invoices for services rendered shall be submitted to **BOCS** by the **INDEPENDENT CONTRACTOR**.

• **AMENDMENT OF CONTRACT:**

Said scope of work may be amended with the written approval of both **BOCS** and the **INDEPENDENT CONTRACTOR**.

(See other side)

- RECORDS:**

INDEPENDENT CONTRACTOR shall maintain at all times complete detailed records with regard to work performed under this agreement in a form acceptable to **BOCS**, and **BOCS** shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms to this agreement, no payments shall be made to **INDEPENDENT CONTRACTOR** until **BOCS** is satisfied that work of such value has been rendered pursuant to this agreement.

CONTRACTOR WILL ALSO AGREE TO A BACKGROUND CHECK THROUGH THE DEPARTMENT OF JUSTICE.

- NON-ASSIGNABILITY:**

This agreement and the rights and duties there under shall not be assigned in whole or in part without the express written consent of **BOCS**.

- WORKERS' COMPENSATION INSURANCE:**

BOCS shall not provide workers' compensation insurance coverage for **INDEPENDENT CONTRACTOR**.

- CANCELLATION:**

This agreement may be canceled by **BOCS** or **INDEPENDENT CONTRACTOR** upon the giving of ten (10) days advance notice. Such notice shall be personally served or given by US Mail. In the event of cancellation, **INDEPENDENT CONTRACTOR** shall be paid for all work performed to the date of cancellation.

- HOLD HARMLESS AND INDEMNIFICATION:**

In accordance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

- In witness whereof, the parties hereto have executed this agreement the day, month and year written above.

| INDEPENDENT CONTRACTOR | BLUE OAK CHARTER SCHOOL |
|---|---------------------------------------|
| Printed Name: Carol Fegte | Susan Domenighini, Executive Director |
| Signature: | Signature: |
| Address: [Redacted] | 450 W. East Ave. Chico, CA 95926 |
| Employer ID#: [Redacted] or Taxpayer ID#: [Redacted] | Date: July 18, 2017 |
| Phone No.: | ACCOUNTING INFORMATION |
| | Fund /Object: 5810 |