



**NAPA VALLEY  
UNIFIED SCHOOL DISTRICT**

Contract No. \_\_\_\_\_

**NAPA VALLEY UNIFIED SCHOOL DISTRICT  
CONTRACT FOR CONSULTANT SERVICES**

The **NAPA VALLEY UNIFIED SCHOOL DISTRICT**, hereinafter "District", and **Chris Hattich**, hereinafter "Contractor", do hereby agree as follows:

1. **Description of Service:** The Contractor will provide the following service: **Garden and Science Consultant**  
Illustrating natural and life science systems in the garden, by way of hands-on projects.
2. **Term of Agreement:**  
Consultant work will commence beginning **August 19, 2019** and be completed by **May 29, 2020** but in no event later than **June 2020**.
3. **Compensation:**  
The district will pay for services rendered on:  
(a) A fixed fee basis of:  
(b) A time and expense basis of:  
(c) A total cost basis not to exceed: \$10,500
4. **Expenses:**  
Description and amount of any costs in addition to compensation: **None**
5. **Method and Times of Payment:** **1<sup>st</sup> of the month, for 10 months for 10 equal payments of \$1,050 from Vichy Parent Club**
6. **Performance:**  
List specific persons or profession classifications that will perform work: **Chris Hattich**
7. **District Contract Administrator:**  
**Julie Jones**
8. **Funding Source Name and Account Line(s):**  
**Vichy Parent Club: Paid directly through Vichy parent club**
9. **Contract Documents:**  
This contract consists of the Consultant Services, the General Provisions for Consultant Services Contracts, any specifications, drawings and attachments. **W-9 Form:** ☐ On file ☒ Attached
10. **State Retirement**  
Are you retired from STRS / PERS ☐ Yes ☒ No If yes, date \_\_\_\_\_

AGREED TO AND SIGNED THIS 13<sup>th</sup> DAY OF MAY, 2019.

  
\_\_\_\_\_  
Consultant Signature

**Chris Hattich**  
**530 Silverado Tr**  
**Napa, Ca 94558**

  
\_\_\_\_\_  
Contract Administrator Signature

**Social Security or IRS Tax ID No:** \_\_\_\_\_

Contracts over \$1000 and all categorically funded contracts must receive the following approvals:		Date
Assistant Superintendent or Director:	_____	_____
Assistant Superintendent, Human Resources:	_____	_____
Board Approval:	_____	_____

Original - Contract Administrator

Copy - Accounting

Copy - Contractor



# NAPA VALLEY UNIFIED SCHOOL DISTRICT

## GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.
2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.
3. **INDEMNIFICATION:** Consultant shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Consultant's activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.
4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant's sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide District with certification upon request. Contractor acknowledges that the District is not Contractor's employer and that he/she is not covered by the District's Workers' Compensation insurance since Contractor is an independent contractor.
5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:  
  

DISTRICT: Napa Valley Unified School District 2425 Jefferson Street Napa, CA 94558	CONSULTANT Chris Hattich 530 Silverado Tr Napa Ca 94558
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6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.
7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.
8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.
9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.
10. **TAXES:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.
12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.
13. **NO THIRD PARTY BENEFICIARIES:** There are no intended third party beneficiaries of this Agreement.
14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.
15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.
16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement, termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any applicable administrative remedy. The parties will split the expense of arbitration equally.

**Note:** Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.

Contractor

5/13/19

Date



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CHRISTOPHER NATHANIEL HATTICH</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. <b>530 Silverado Trail</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Napa, CA 94559</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
551-97-5688	
or	
Employer identification number	

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>5/15/2019</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.