

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
[MENDEZ FOUNDATION – TOO GOOD FOR DRUGS TRAINING]**

This Independent Contractor Agreement for Professional Services ("Agreement") is made and entered into as of the ___ day of September 2019 by and between the Calexico Unified School District, ("District") and C.E. Mendez Foundation, Inc. ("Vendor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Vendor shall provide services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Vendor shall commence providing Services under this Agreement on September, 2019 and will diligently perform as required and complete performance by March 31, 2020 unless this Agreement is terminated and/or otherwise cancelled prior to that time ("Initial Term").
3. **Submittal of Documents.** The Vendor shall not commence the Services under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

___ X	Signed Agreement
___ X	Workers' Compensation Certification
___ X	Certificate of Compliance for Contracts Under Education Code 49073.1.
___ X	Insurance Certificates and Endorsements
___ X	W-9 Form
_____	Other: _____

4. **Compensation.** Vendor shall be paid by the District for Services satisfactorily rendered pursuant to this Agreement in accordance with Vendor's fee schedule attached hereto as **Exhibit "B"**.
5. **Expenses.** District shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in performing Services.
6. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor 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 Vendor's employees. In the performance of the Services herein contemplated, Vendor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
7. **Performance of Services.**
 - 7.1. **Standard of Care.** Vendor represents that Vendor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Vendor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 7.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8. Termination.

- 8.1. District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Services satisfactorily rendered or in process to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.
- 8.2. Vendor may terminate the Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Vendor to the District. Vendor may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Vendor's notice of termination.

9. **Indemnification.** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Vendor. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

10. Insurance.

- 10.1. The Vendor shall procure and maintain at all times it performs any portion of the Services the following applicable insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

- 10.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising while performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 10.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its

employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

10.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Vendor's profession, with coverage to continue through completion of construction plus two (2) years thereafter.

10.2. **Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include, or an endorsement shall be provided containing, the following:

10.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

10.2.2. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

10.2.3. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

10.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

11. **Student Contact.** Pursuant to Education Code section 45125.1, the District has determined on the basis of scope of Services in this Agreement, that Vendor, its consultants and their employees will have only limited contact with pupils. Vendor shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

12. **Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without prior written consent.

13. **Compliance with Laws.** Vendor shall observe and comply with all applicable rules and regulations of the Governing Board of the District and all applicable federal, state, and local laws, ordinances and regulations. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Vendor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Vendor's receipt of a written termination notice from the District. If Vendor

knowingly performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

14. **Certificates/Permits/Licenses.** Vendor and all Vendor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
15. **Anti-Discrimination.** The Parties agree that no discrimination shall be made in the employment of persons or provision of Services under this Agreement because of the fact or perception of that person's race, color, religion, ancestry, national origin, age, sex, sexual orientation or perceived sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS/HIV status of such person. Each Party shall comply with any and all applicable regulations and laws governing nondiscrimination in employment and provision of Services. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).
16. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
17. **Confidentiality.** The Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Vendor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
18. **Return of Records.** Upon termination of this Agreement or expiration of its Initial Term, Vendor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Vendor's care, custody, possession, or control and which are District's property or relate to District's business.
19. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Calexico Unified School District
901 Andrade Avenue
Calexico, CA 92231
FAX: _____

ATTN: Cesar Vega, Assistant Superintendent
of Business Services

Vendor:

C.E. Mendez Foundation, Inc.
200 Ottley Drive NE
Atlanta, GA 30324
FAX: _____

ATTN: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective

three (3) days after deposit in the United States mail.

20. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Imperial County.
21. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
22. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
23. **Entire Agreement; Modification.** This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Vendor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Vendor specifically acknowledges that in entering this Agreement, Vendor relies solely upon the provisions contained in this Agreement and no others.
24. **Severability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereon shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
25. **Exhibits "A" and "B."** Each exhibit attached hereto is hereby incorporated by this reference and made a part of the Agreement.

[SIGNATURE PAGE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2019

Dated: _____, 2019

CALEXICO UNIFIED SCHOOL DISTRICT

C.E. MENDEZ FOUNDATION, INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Vendor:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Vendor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY VENDOR

SCOPE OF SERVICES

Vendor Responsibilities

- I. Provide one (1) trainer for the following:
 - a. Training Type: *Too Good for Drugs K-6* – Seven (7) half-days (two (2) grades per day)
 - b. Training Location:
Calexico USD
901 Andrade Avenue
Calexico, CA 92231
 - c. Dates:
October 24, 2019;
October 25, 2019
TBD
TBD
 - d. Time:
8:15 a.m. - 11:15 a.m. for one grade
12:30 p.m. – 3:10 p.m. for second grade
- II. The trainer will cover how to implement the program including the program components, how the lessons are set-up, the importance of delivering with fidelity, and sample lessons delivered by the trainer and by the participants.
- III. The trainer to provide all *Too Good* training materials that will be used in the training and any associated handouts at no additional cost.
- IV. All materials used in the training are owned by the Vendor, and no part of the materials or handouts may be reproduced without written permission from the Vendor.

District Responsibilities

- I. Training will have a minimum of ten (10) and a maximum of thirty (30) participants.
- II. Final participant count will be given to the trainer by Friday, September 30, 2019.
- III. The District will provide appropriate training space, including A/V support and flip chart or whiteboard.
 - a. Training Location Requirements
 - i. The District will select a location that allows for the participants to be sitting at tables (classroom or banquet style is preferred), with room for movement around the tables. The participants will be working in various groups throughout the training ranging in size from 2 to 6 people.
 - ii. The District will provide appropriate training space that allows for movement at the front of the room. The participants will participate in skits and various other activities that could require up to seven (7) people standing in the front of the room.
 - iii. The trainer will need a projector with a VGA cable, a table in front for training materials, and a whiteboard or flip chart.
 - b. Training Day Requirements
 - i. The trainer will need the entire training time scheduled. The District will plan extra time before or after the training if additional people need to speak or hold a meeting. Any additional time should be kept to a minimum, especially before the training. Vendor delivers a lot of information in the trainings and

- have found that adults start to lose focus and retention once the training reaches the six (6) hour point. Also, the trainer will need to be able to pack up immediately after the training because of travel constraints.
- ii. The District will inform the participants that this is a hands-on training with high participation. Vendor asks that participants stay off electronics during the training.
 - iii. The only thing participants need to bring to the training is a pen or pencil. The trainer will bring everything else needed for the day.
 - iv. The District will let the trainer know ahead of time if any food or beverages will be provided during the training (breakfast, lunch, or snacks). Vendor will budget an hour for lunch and will need to know before Vendor books travel if this time needs to be adjusted.
- IV. The District is responsible for purchasing program materials used by the District for implementation. *Too Good* materials used to teach the program are a separate purchase and are not provided in the training.

EXHIBIT "B"

FEE SCHEDULE

Payment for training services will be made to the C.E. Mendez Foundation within thirty (30) days of receipt of invoice for the following:

1. Training Cost: \$10,500.00 (7 half-day trainings at \$1,500.00 each)
Training Discount: \$2,000.00 training discount will be applied for product purchase over \$50,000.00 (bringing Training Cost to \$8,500.00)
2. Trainer Travel: \$4,000.00 for three (3) trips on and October 24-25, 2019, and two additional dates to be determined.