INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
[Martin Cisneros]

This Independent Contractor Agreement for Professional Services ("Agreement") is made and entered into as of the 22nd day of November, 2019 by and between the Calexico Unified School District, ("District") and Martin Cisneros ("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 January 28, 2020, and will diligently perform as required and complete performance by January 28, 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 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	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000
Workers Compensation	Statutory Limits

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 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, 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 45125.2, 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 consultant'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, gender identity, domestic partner status, marital status, disability or AIDS/HIV status race, national origin, ancestry, religion, age, physical or mental disability, sex, sexual orientation or perceived sexual orientation, or gender identity 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 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:	Vendor:
Calexico Unified School District 901 Andrade Avenue Calexico, CA 92231	Martin Cisneros 1618 Ranch Lane Hollister Ca 95023
ATTN: Cesar Vega, Assistant Superintendent of Business Services	

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"** Exhibits "A", attached hereto are 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	**Martin Cisneros**
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 Contractor 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

This proposal includes a full day of Professional Learning Services.

DELIVERY DATES: January 28th, 2020

Deliverables:

Workshop 1

Martin Cisneros will provide a four hour training to staff participating in the Digital Learning Academy. This training will focus on Adobe and Macbooks to foster a culture of collaboration and creativity with an emphasis on implement the Design Thinking Model for instruction.

Workshop 2: Digital Storytelling and Successful Practices in Communication

This two hour training will be offered to staff from the Digital Learning Academy in addition to district leaders from all sites to learn effective skills using digital tools and strategies for maximum effect on communicating the highlights of schools and of the school district via our tools Constant Contact, Remind, websites and Social Media Channels.

EXHIBIT "B"

FEE SCHEDULE

Fee: Total fee for work will be $3500.00.
*Fee includes travel expenses
Check payment is due at the end of the day on Tuesday, January 28, 2020.