

CALEXICO UNIFIED SCHOOL DISTRICT
Calexico, California
Agreement for Educational Services

The following is an Agreement by and between CALEXICO UNIFIED SCHOOL DISTRICT (“District”) and Jesus Huerta (“Consultant”).

RECITALS

- A. The District requires the services of a professional consultant to render staff development and training to the ASES summer school staff in preparation for the 2019 Summer Program as described below; and
- B. The Consultant is qualified and available to provide such services.

AGREEMENT

NOW THEREFORE, pursuant to the following terms and conditions the District and Consultant hereby agree as follows:

- A. **TERM** of this Agreement shall commence on April 1, 2019 and end on July 26, 2019 unless the work is completed or the Agreement is terminated sooner.
- B. **CONSULTANT AGREES:** To perform in a competent and professional manner the following services, as needed and requested by the District:

Mr. Huerta will provide professional development and planning for the Summer learning program staff between April and June (exact dates to be determined).

He will also provide on-site coaching and feedback to staff during summer school.

- C. **DISTRICT AGREES:**

1. To pay Consultant a flat fee of \$ 3,000 upon receipt of an itemized billing by consultant to his days of services in accordance with this Agreement. No other charges, fees, or expenses shall be paid by District and the total cost for all services to be performed pursuant to this Agreement (including travel expenses) shall not exceed \$ 3,000. No final payments shall be authorized until all reports have been rendered to and approved by the district. All invoices for services must be submitted to District within thirty (30) calendar days after services are performed. Subject to and upon approval of District, payment of invoices shall be made within sixty (60) days after Consultant submits invoices and any other requested documentation. For purposes of this Agreement, “payment” shall mean the act of depositing checks in the United States Postal Service mail for delivery to the Consultant.

- D. **DISTRICT OWNERSHIP:** All data and information provided for and/or used by consultant shall be the property of and returned to the District at the completion of this contract.

All reports or other documents generated will constitute “works made for hire” by or for the District and the District will be the “author” of all such reports under applicable copyright laws.

E. CONFIDENTIALITY. The confidentiality provisions of this Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. Consultant agrees to hold confidential information obtained from the District, including any student or personnel information, whether obtained through observations, documentation or otherwise (collectively, “Confidential Information”), in strict confidence and shall not without prior permission of the District disclose any Confidential Information. Consultant agrees that it shall not at any time or in any manner, either directly or indirectly, use any Confidential Information for Consultant’s own benefit. A violation of this Section shall be a material violation of this Agreement.

If it appears that Consultant has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the District shall be entitled to an injunction to restrain Consultant from disclosing, in whole or in part, such Confidential Information. The District may also pursue any other remedies available at law or equity, including a claim for loss and damages.

F. TERMINATION: This Agreement may be terminated by the parties upon receipt of thirty days prior written notice sent to the following addresses of Consultant or District:

District: Calexico Unified School District
 Superintendent
 901 Andrade Avenue
 Calexico, CA 92231
 (760) 768-3800

Consultant: Jesus Huerta
 1030 West Commercial Ave.
 El Centro, CA 92243
 (760-) 235-5581

G. INDEPENDENT CONTRACTOR STATUS: Consultant states and affirms that it is acting as a free agent and independent consultant, maintains the principle place of business at own address, and that this Agreement is not exclusive. Consultant as an independent contractor is responsible for accomplishing the results required herein, and District shall not be liable to Consultant for any payments, benefits, loss, costs, expenses, or injury or damages to Consultant’s person or property, except District’s liability to Consultant for his compensation for services performed herein. Neither Consultant nor any of its agents or employees shall be entitled to any benefits provided to District’s employees, including health insurance benefits. Consultant is and shall be solely responsible for its own taxes and tax filing and payments or withholdings, including without limitation income taxes or social security. A 1099 tax form will be provided to Consultant for services rendered at the end of each calendar year.

H. INSURANCE AND INDEMNITY: Consultant shall furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing compliance with and maintenance of the insurance requirements of the District (a copy of which has been provided to Consultant and which, by signing below, consultant represents to have reviewed), and such other evidence of insurance as may be reasonably required by District from time to time.

Consultant shall indemnify, protect, defend and hold harmless District, its board members, officers, employees, volunteers, attorneys and agents (“Indemnified Parties”) from and against any and all claims, suits, actions (including arbitration, administrative or regulatory proceedings), losses, expenses or costs of any kind (including attorneys fees and costs), court costs, interest, defense costs, and expert witness fees (collectively or individually, the “Claims and Costs”) related to or arising out of this Agreement or the performance of services hereunder, except such actions, suits, or other proceedings as may arise as a result of the gross negligence or willful misconduct of the District or of its officers, agents, or employee

I. COMPLIANCE WITH LAWS: Consultant shall comply with all federal, state and local laws and ordinances governing the operation of this Agreement. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting and TB clearance requirements as set forth in the California Education Code.

J. APPLICABLE LAW/VENUE: If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to engage in good faith negotiations to attempt to resolve the matter prior to filing any complaint or commencing other legal action. This Agreement shall be governed by the laws of the State of California with venue in Imperial County, California.

K. PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

L. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any and all prior agreements, discussions, or understandings, whether written, oral or implied, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended without the prior written consent of each party.

M. ASSIGNMENT: Consultant may not assign or transfer this Agreement or any obligation hereunder, in whole or in part, to any person or entity except with district’s prior written consent.

N. AUTHORITY TO EXECUTE AND DELIVER: Each person executing this Agreement on behalf of the Consultant warrants and represents that he or she is authorized to execute and deliver it, that Consultant has power and authority to perform the Scope of Work and that, by his or her signature below, Consultant is bound by the terms and agreements hereof.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Agreement on the dates set forth below.

CALEXICO UNIFIED SCHOOL DISTRICT

CONSULTANT

By: _____
Superintendent

By: _____

Title: _____

Date: _____

Date: _____

IRS # _____

FOR DISTRICT OFFICE USE

Funding Code:

010-6010-0-1560-4000-5800-18-0000	11.11%	\$333.33
010-6010-0-1560-4000-5800-19-0000	11.11%	\$333.33
010-6010-0-1560-4000-5800-20-0000	11.11%	\$333.33
010-6010-0-1560-4000-5800-21-0000	11.11%	\$333.33
010-6010-0-1560-4000-5800-22-0000	11.11%	\$333.33
010-6010-0-1560-4000-5800-24-0000	11.11%	\$333.33
010-6010-0-1560-4000-5800-27-0000	11.11%	\$333.33
010-4124-0-1110-1000-5800-30-0000	11.11%	\$333.33
010-4124-0-1110-1000-5800-31-0000	11.11%	\$333.33

Funding Program: ASES, ASSETs,
Form approved by District Legal Counsel 7/1/11