

PALO VERDE UNIFIED SCHOOL DISTRICT
295 North First Street
Blythe, CA 92225



AGREEMENT FOR CONSULTANT SERVICES

RECITALS

WHEREAS, CONTRACTOR is specially skilled, trained, experienced, and competent to render the services and advice described in Article 3 of this agreement and DISTRICT requires these services and advice; and

NOW, THEREFORE, DISTRICT and CONTRACTOR mutually agree as follows:

THIS AGREEMENT, made and entered into this 14th day of **November 2017**, by and between the PALO VERDE UNIFIED SCHOOL DISTRICT, hereinafter called "DISTRICT", having a principal place of business at 295 North First Street, Blythe, CA. 92225, and **JESSICA CARRILLO** called "CONTRACTOR", having a principal place of business at **2615 OASIS ST., IMPERIAL, CA 92251**.

ARTICLE 1. TERM OF CONTRACT

Section 1.10. Term of Contract

This agreement will be in effect from November 4, 2017 through and including June 30, 2018 unless terminated in accordance with the provisions of Article 7 of this agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.10. Independent Contractor Status

It is the express intention of the parties that CONTRACTOR is an independent CONTRACTOR and not an employee, agent, joint venture or partner of DISTRICT. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between DISTRICT and CONTRACTOR or any employee or agent of CONTRACTOR. Both parties acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.10. Specific Services: CONTRACTOR will provide Social Science and Science Portfolio training for select teachers in the Palo Verde Unified School District. All trainings will take place in Imperial, CA.

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4 Section 3.20. Method of Performing Services

5 CONTRACTOR will determine the method, details, and means of performing the
6 above described services. DISTRICT shall have no right to, and shall not, control
7 the manner or determine the method of accomplishing CONTRACTOR'S
8 services.
9

10 Section 3.30. Employment of Assistants

11 CONTRACTOR may, at the CONTRACTOR'S own expense, employ such
12 assistants as CONTRACTOR deems necessary to perform the services required of
13 CONTRACTOR by this agreement. DISTRICT may not control, direct, or
14 supervise CONTRACTOR'S assistants or employees in the performance of those
15 services. CONTRACTOR assumes full and sole responsibility for the payment of
16 all compensation and expenses of these assistants and for all state and federal
17 income tax, unemployment insurance, Social Security, disability insurance and
18 other applicable withholdings.
19

20 Section 3.40. Place of Work

21 CONTRACTOR shall perform the services required by this agreement at
22 appropriate school or district work sites and at such times as CONTRACTOR and
23 DISTRICT shall mutually determine.
24

25 ARTICLE 4. COMPENSATION
26

27 Section 4.10. Compensation

28 CONTRACTOR will be compensated in an amount not to exceed One Thousand
29 Five Hundred Seventy-five dollars (\$1,575.00) which is at the rate of Seventy-five
30 dollars (\$75.00) per hour; not exceed Twenty-one (21) hours, inclusive of all
31 travel expenses.
32

33 Section 4.20. Invoices

34 CONTRACTOR will provide DISTRICT with forms which CONTRACTOR will
35 use to request payment under this agreement. For each month of service, the
36 "Request for Payment" forms must be returned to DISTRICT by the 15th of the
37 month and must include CONTRACTORS signature and social security number
38 or tax identification number.
39

40 Section 4.30. Date for Payment of Compensation

41 The DISTRICT shall pay CONTRACTOR as stated in Section 4.10. If the
42 CONTRACTOR desires partial payments for each month of service, payments
43 will be made within 30 days of the DISTRICT receipt of CONTRACTOR's
44 invoice.
45
46
47

1 Section 4.40. Expenses

2 CONTRACTOR shall be responsible for all costs and expenses incident to the
3 performance of services for DISTRICT, including but not limited to, all costs of
4 equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes
5 required of or imposed against CONTRACTOR and all other of
6 CONTRACTOR'S costs of doing business. DISTRICT shall be responsible for no
7 expenses incurred by CONTRACTOR in performing services for DISTRICT
8 other than travel and conference expenses. Travel expenses are to be submitted at
9 the end of each calendar month.

10
11 ARTICLE 5. OBLIGATIONS OF CONTRACTOR
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13 Section 5.10. Tools and Instrumentalities

14 CONTRACTOR will supply all tools and instrumentalities required to perform
15 the services under this agreement. CONTRACTOR is not required to purchase or
16 rent any tools, equipment or services from DISTRICT. DISTRICT will provide a
17 supply and materials budget of One Thousand Dollars (\$1000). DISTRICT will
18 provide a laptop and workstation, including desktop computer and printer, at the
19 work location as assigned by DISTRICT.
20

21 Section 5.20. Workers' Compensation

22 CONTRACTOR agrees to provide workers' compensation insurance for
23 CONTRACTOR employees and agents and agrees to hold harmless and
24 indemnify DISTRICT for any and all claims arising out of any injury, disability,
25 or death of any of CONTRACTOR employees or agents.
26

27 Section 5.30. Hold Harmless

28 CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend
29 the DISTRICT and its officers, agents and employees from every claim or demand
30 made and every liability, loss, damage or expense, of any nature whatsoever,
31 which may be incurred by reason of:
32

33 (a) Liability for damages for: (1) death or bodily injury to person; (2)
34 injury to, loss or theft of property; or (3) any other loss, damage or
35 expense arising out of (1) or (2) above, sustained by the
36 CONTRACTOR or any person, firm or corporation, employed the
37 CONTRACTOR, either directly or by independent contract, upon
38 or in connection with the services called for in this AGREEMENT,
39 however caused, except for liability for damages referred to above
40 which result from the sole negligence or willful misconduct of the
41 DISTRICT or its officers, employees or agents.
42

43 (b) Any injury to or death of any persons, including the DISTRICT or
44 its officers, agents and employees, or damage to or loss of any
45 property caused by any act, neglect, default, or omission of the
46 CONTRACTOR, or any person, firm or corporation employed by
47 the CONTRACTOR, either directly or by independent contract,

1 arising out of, or in any way connected with, the services covered
2 by this AGREEMENT, whether said injury or damage occurs
3 either on or off DISTRICT's property, except for liability for
4 damages which result from the sole negligence or willful
5 misconduct of the DISTRICT or its officers, employees or agents.

- 6 (c) Any liability for damages which may arise from the furnishing or
7 use of any copyrighted or un-copyrighted matter or patented
8 invention under this AGREEMENT.
9

10 Section 5.40 Insurance

11 Pursuant to Section 5.30(a) CONTRACTOR agrees to carry a comprehensive
12 general and automobile liability insurance with limits of One Million Dollars
13 (\$1,000,000) per occurrence combined single limit for bodily injury and property
14 damage in a form mutually acceptable to both parties to protect CONTRACTOR
15 and DISTRICT against liability or claims of liability which may arise out of this
16 AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to
17 this policy stating, "Such insurance as is afforded by this policy shall be primary,
18 and any insurance carried by DISTRICT shall be excess and noncontributory." No
19 later than thirty (thirty) days, CONTRACTOR shall provide DISTRICT with
20 certificates of insurance evidencing all coverage and endorsements required
21 hereunder including a thirty (30) day written notice of cancellation or reduction in
22 coverage. CONTRACTOR agrees to name DISTRICT and its officers, agents and
23 employees as additional insured's under said policy.
24

25 Section 5.50. Assignment

26 Neither this agreement nor any duties or obligations under this agreement may be
27 assigned by CONTRACTOR without the prior written consent of DISTRICT.
28

29 Section 5.60. State and Federal Taxes

30 As CONTRACTOR is not DISTRICT'S employee, CONTRACTOR is
31 responsible for paying all required state and federal taxes. In particular:

- 32 • DISTRICT will not withhold FICA (Social Security) from
33 CONTRACTOR'S payments;
- 34 • DISTRICT will not make state or federal unemployment insurance
35 contributions on CONTRACTORS' behalf;
- 36 • DISTRICT will not withhold state or federal income tax from payment to
37 CONTRACTOR;
- 38 • DISTRICT will not make disability insurance contributions on behalf of
39 CONTRACTOR;
- 40 • DISTRICT will not obtain workers' compensation insurance on behalf of
41 CONTRACTOR.
42

43 Section 5.70. CONTRACTOR shall maintain necessary credentials or license to perform work 44 (if applicable) and register same with the appropriate state agency. 45 46 47

ARTICLE 6. OBLIGATIONS OF DISTRICT

Section 6.10. Cooperation of DISTRICT

DISTRICT agrees to comply with all reasonable requests of CONTRACTOR (and provide access to all documents reasonably) necessary to the performance of CONTRACTOR'S duties under this agreement.

Section 6.20. Assignment

Neither this agreement nor any duties or obligations under this agreement may be assigned by DISTRICT without the prior written consent of CONTRACTOR.

ARTICLE 7. TERMINATION OF AGREEMENT

Section 7.10. Termination on Occurrence of Stated Events

This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Sale-of the business by CONTRACTOR;
3. Death of:
 - (a) CONTRACTOR if an individual;
 - (b) Principal partner if a partnership;
 - (c) Principal officer if a corporation

Section 7.20. Termination by DISTRICT for Default of CONTRACTOR

Should CONTRACTOR default in the performance of this agreement or materially breach any of its provisions, DISTRICT, at DISTRICT'S option, may terminate this agreement by giving written notification to CONTRACTOR.

Section 7.30. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

The DISTRICT may terminate the contract with the CONTRACTOR for refusal, failure or inability to perform services in a satisfactory or timely manner.

Section 7.40. If the cancellation is for unsatisfactory performance, DISTRICT shall be obligated to pay CONTRACTOR only for those services deemed by DISTRICT to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of DISTRICT'S decision to suspend indefinitely or abandon the work under this agreement, DISTRICT shall be obligated to pay CONTRACTOR through the effective date of cancellation or termination.

Section 7.50. Termination by CONTRACTOR for Default of DISTRICT

Should DISTRICT default in the performance of this agreement or materially breach any of its provisions, CONTRACTOR, at the CONTRACTOR'S option, may terminate this agreement by giving written notice to DISTRICT.

1 Section 7.60. Termination for Failure to Make Agreed-Upon Payments
2 Should DISTRICT fail to pay CONTRACTOR all or any part of the
3 compensation set forth in Article 4 of this agreement on the date due,
4 CONTRACTOR, at the CONTRACTOR'S option, may terminate this agreement
5 if the failure is not remedied by the DISTRICT within thirty (30) days demand is
6 made by the CONTRACTOR after the date payment is due.
7

8 Section 7.70 Written Notification to Discontinue Services
9 Should services be discontinued by either party, a written notice must be
10 submitted 30 days in advance.
11

12 ARTICLE 8. GENERAL PROVISIONS 13

14 Section 8.10. Notices
15 Any notices to be given hereunder by either party to the other may be effected
16 either by personal delivery in writing or by mail, registered or certified, postage
17 prepared with return receipt requested. Mailed notices shall be addressed to the
18 parties at the addresses appearing in the introductory paragraph of this
19 agreement, but each party may change the address by written notice in
20 accordance with this paragraph. Notices delivered personally will be deemed
21 communicated as of actual receipt; mailed notices will be deemed communicated
22 as of two days after mailing.
23

24 Section 8.20. Entire Agreement of the Parties
25 This agreement supersedes any and all agreements, either oral or written,
26 between the parties hereto with respect to the rendering of services by
27 CONTRACTOR for DISTRICT and contains all the covenants and agreements
28 between the parties with respect to the rendering of such services in any manner
29 whatsoever. Each party to this agreement acknowledges that no representations,
30 inducements, promises, or agreements, orally or otherwise, have been made by
31 any party, or anyone acting on behalf of any party, which are not embodied
32 herein, and that no other agreement, statement, or promise not contained in this
33 agreement shall be valid or binding. Any modification of this agreement will be
34 effective only if it is in writing signed by the party to be charged.
35

36 Section 8.30. Partial Invalidity
37 If any provision in this agreement is held by a court of competent jurisdiction to
38 be invalid, void, or unenforceable, the remaining provisions will nevertheless
39 continue in full force without being impaired or invalidated in any way.
40

41 Section 8.40. Attorney's Fees
42 If any action at law or in equity, including an action for declaratory relief, is
43 brought to enforce or interpret the provisions of this agreement, the prevailing
44 party will be entitled to reasonable attorneys' fees, which may be set by the court
45 in the same action or in a separate action brought for that purpose, in addition to
46 any other relief to which that party may be entitled.
47

Section 8.50. Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Blythe, California, on the date and year first above written.

CONTRACTOR:

DISTRICT:

Ms. Jessica Carrillo

PALO VERDE UNIFIED SCHOOL DISTRICT

By: _____ By: _____
(Signature) (Signature)

Printed Name

DR. CHARLES BUSH

Printed Name

Title/Position

SUPERINTENDENT

Title /Position

Social Security or Taxpayer Identification Number

CONTRACTOR License Number

License Expiration Date