



Requisition No. _____
Date of Board Approval November 10, 2020
Consent Item No. _____
Please attach a copy of approved Board Agenda Item.

STOCKTON UNIFIED SCHOOL DISTRICT

Division of Business Administration
701 N. Madison Street, Stockton, California 95202

AGREEMENT TO FURNISH CONSULTANT SERVICES

PURSUANT TO GOVERNMENT CODE SECTION 53060, Stockton Unified School District, hereinafter called the District, has need of the specialized services of Ehecatl Wind Philosophies, LLC

Ehecatl Wind Philosophies, LLC an independent contractor, hereinafter called CONSULTANT, for the period specified herein, according to the following terms and conditions.

Ehecatl Wind Philosophies, LLC shall be, for the purpose of this agreement, an independent contractor, and shall not be deemed an employee of the DISTRICT for any purpose.

I. TERM

1. The effective dates of the agreement are from November 11, 2020 to June 30, 2021.

2. The first day of service shall be November 11, 2020.

II. SERVICE TO BE PERFORMED

CONSULTANT shall To meet the needs of Ethnic Studies teacher training, this professional development provides a critical framework for cultivating culturally responsive and critically conscious teachers who are interested in teaching Ethnic Studies. Teachers will examine the knowledge, skills, and predispositions required to create curricula for educating all students. This professional development series engages and extends the concept of culturally sustaining pedagogies (CSP) that perpetuate and foster linguistic, literate, and cultural pluralism as part of schooling for positive social transformation.

III. MANNER OF PERFORMANCE

CONSULTANT shall perform all services(s) required in a competent and professional manner under the direction of Mr. Brian Biedermann, Interim Superintendent who shall review and evaluate CONSULTANT'S performance and determine the final acceptance of the end product to be produced under the term of this agreement.

IV. PLACE OF PERFORMANCE

CONSULTANT shall render service(s) described in Article II at: All Secondary Schools

V. SUPPLIES AND EQUIPMENT

DISTRICT may provide such supplies and equipment as shown herein for the convenience of CONSULTANT and such accommodation shall not operate as an indicia of employment.

1. CONSULTANT shall have access to and use of the following supplies and equipment owned by the DISTRICT for the purpose of performance of the services described in Article II:
To be determined

2. CONSULTANT agrees to use ordinary care to safeguard and maintain equipment or supplies listed above and shall not permit the use thereof by any other person, or in any manner which is inconsistent with the designed uses therefore, and shall be held accountable for loss, damage or destruction arising within this clause.

VI. COMPENSATION

1. CONSULTANT shall be compensated (rate-term, i.e., hourly, etc.) \$200.00 per hour (includes Planning / Prep Time) - Not to exceed \$56,400.00

2. A day of compensable service is the equivalent of _____ hour(s) a day.

3. Service requiring less than a full day of service shall be compensated at the fractional equivalent of the per diem rate for the hours or work performed.

4. Consultant shall submit with invoices for payment, accurate records of all costs, disbursements and receipts, with respect to work performed under this agreement.

5. Payment shall be upon presentation of invoice properly completed and submitted by the CONSULTANT.

6. CONSULTANT shall be allowed and authorized to incur and shall be reimbursed for the following personal expenses attendant to the performance of services as described in Article II:

7. Total compensation shall not exceed \$ 56,400.00.

VII. WARRANTY

Consultant warrants that it had the expertise or has experts available to help in the preparation of services as set forth in Article II in a manner consistent with generally accepted standards of CONSULTANT'S profession. CONSULTANT further warrants that he/she will perform said services in a legal-adequate manner in conformance with all applicable federal, state and local laws and guidelines.

VIII. CHANGES

The DISTRICT or CONSULTANT may, from time to time, request changes in the scope of the service(s) of CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT'S compensation and/or changes in the schedule must be authorized in advance by the DISTRICT IN WRITING. Mutually agreed changes shall be incorporated in written amendments to the agreement

IX. LIABILITY OF CONSULTANT-NEGLIGENCE

CONSULTANT shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards of CONSULTANT'S profession, and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, and subcontractors. Except as set forth in this agreement, the DISTRICT shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to CONSULTANT or its employees, agents, contractors or subcontractors.

X. INDEMNITY AND LITIGATION COSTS

CONSULTANT shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, agents and employees from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with CONSULTANT'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss of damage which was caused by the sole negligence or willful misconduct of the DISTRICT.

CONSULTANT shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this agreement, to the extent required by law, the policies of insurance specified below:

1. Workers' Compensation Insurance (see Exhibit 1).
2. Comprehensive General Liability Insurance in the amount of \$ 1 (million).

XI. ASSIGNMENT

This agreement is for personal service(s) to be performed by CONSULTANT and may not be assigned to, sublet to or performed by any person or persons who are not parties hereto except by employees of CONSULTANT whose names and qualifications have been approved by the DISTRICT.

XII. TERMINATION OF AGREEMENT

1. This Agreement shall terminate on the last day of service(s) as written in Article I except:
 - (a) DISTRICT may terminate at any time if CONSULTANT does not perform or refuses to perform according to this agreement.
 - (b) DISTRICT may terminate service(s) of CONSULTANT at any time if, in the professional judgment of the management supervisor named herein, CONSULTANT'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the DISTRICT'S requirements as specified in Article II.
 - (c) In the event of early termination CONSULTANT shall be paid for all work or service(s) performed to the date of termination together with an amount for approved expenses due and owing.
2. Upon termination, the DISTRICT shall be entitled to all work created pursuant to this agreement.

XIII. DISTRICT'S RIGHT OF RETENTION

1. DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed under this agreement. CONSULTANT shall not have any property right to such materials whatsoever, and no other uses thereof will be permitted except by written permission of the DISTRICT.
2. All the materials prepared or assembled by CONSULTANT pursuant to performance of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the DISTRICT.

XIV. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service(s) described herein in Article I may be extended by reformation of this agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

XV. ENTIRE AGREEMENT

This Agreement and its exhibits constitute the entire agreement between the parties relative to the services specified herein and no modification shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this agreement, except those contained in or referred to in the writing.

WITNESSETH

That the parties hereto have agreed, promised and covenanted to perform the obligations herein set forth we have subscribed our names hereto this day of Oct. 23, 2020 at Stockton, County of San Joaquin, State of California.

 Gabriel A. Orosco

CONSULTANT (1)

Date 10/23/2020

CONTRACT OFFICE OF THE STOCKTON UNIFIED
SCHOOL DISTRICT – SAN JOAQUIN COUNTY

83-4035480

Social Security Number (2)

Date _____

- (1) Whenever organizational names are used, the authorized signature must include the company title i.e. President.
(2) Whenever organizational names are used, the Employer's IRS Identification Number must be used instead of a Social Security Number.

EXHIBIT 1

CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700

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 work of this contract.

CONSULTANT:

BY:  GABRIEL A. Orosco

NAME

TITLE: Co-Founder, FWP, LLC