



## **ACOSTA LATINO LEARNING PARTNERSHIP INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Agreement is made and entered into by and between the Acosta Latino Learning Partnership (hereinafter "Contractor"), with offices located at 3251 N Meadow Mine Place, Tucson, AZ 85745, and San Mateo Union High School District (herein after "SMUHSD"), with offices located at 650 N. Delaware Street, San Mateo, CA 94401.

WHEREAS, SMUHSD desires to obtain the services of Contractor to perform the services described in paragraph 1 below and Contractor agrees to provide such services pursuant to the terms and conditions described in this Agreement.

THEREFORE, in consideration of the foregoing and the mutual obligations contained herein, the parties agree to the following:

1. Contractor shall complete the discrete services enumerated below within the stipulated time frame:
  - a. Professional Development Sessions in San Mateo, California from June 2022 through May 2023 which shall include:
    - i. See attached budget for details.
  - b. All Professional Development Sessions will take place at a location and facility provided by SMUHSD at its expense. Contractor agrees to comply with all applicable policies of SMUHSD relating to the business and office conduct, health and safety and use of SMUHSD facilities, supplies, information technology, equipment, networks and other resources.
2. Total Contractor compensation for the services rendered as part of this Agreement shall not exceed \$77,900 in addition to actual and reasonable cost for travel, lodging, and meals. All travel, lodging and meals shall be pre-paid or reimbursed by SMUHSD and comply with SMUHSD's per diem guidelines and submitted with proper documentation.
  - a. Compensation shall follow the invoicing and payment schedule below:
    - i. Payment of \$7,000 for services rendered in July 2022
    - ii. Payment of \$7,000 for services rendered in August 2022
    - iii. Payment of \$7,000 for services rendered in September 2022
    - iv. Payment of \$7,000 for services rendered in October 2022
    - v. Payment of \$7,000 for services rendered in November 2022
    - vi. Payment of \$7,000 for services rendered in December 2022
    - vii. Payment of \$7,000 for services rendered in January 2023
    - viii. Payment of \$7,000 for services rendered in February 2023
    - ix. Payment of \$7,000 for services rendered in March 2023
    - x. Payment of \$7,000 for services rendered in April 2023
    - xi. Payment of \$7,900 for services rendered in May 2023

Contractor shall deliver a written invoice to SMUHSD. Within thirty (30) days of receipt of an invoice, SMUHSD will either pay the same (in whole or in non-disputed part) or will notify Contractor that some or all of the fees set forth therein are in dispute. The Parties will promptly work to resolve any such disputes and upon resolution SMUHSD will promptly pay Contractor the agreed-upon amounts (if any).

3. Contractor acknowledges that it may have access to Confidential Information (as defined below) in the course of performing the services under this Agreement. Contractor shall not disclose Confidential Information, directly or indirectly, to any third person without the express written consent of SMUHSD. Contractor shall not copy, transmit, reproduce, lend, summarize, quote, or make any commercial or other use whatsoever of Confidential Information, except as may be necessary to perform the services under this Agreement. Contractor shall exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure, and shall take all steps necessary to maintain the confidentiality of Confidential Information. Upon completion of Contractor's services or as otherwise requested, Contractor will promptly deliver to SMUHSD all Confidential Information, in whatever form, that may be in Contractor's possession or control. Contractor acknowledges that all Confidential Information is and shall continue to be the exclusive property of SMUHSD. As used in this Agreement, the term "Confidential Information" means all non-public, confidential or proprietary information of SMUHSD, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential"; provided, that the term "Confidential Information" shall not include any information now or hereafter voluntarily disseminated by SMUHSD to the public, or which otherwise becomes part of the public domain through lawful means.
4. Each party shall indemnify and hold harmless and defend the other party from all claims, suits, liabilities, losses or damages including attorneys' fees arising out of (a) any injury to person or property caused by the indemnifying party's gross negligence or willful misconduct and (b) any material breach of this Agreement by the indemnifying party. Contractor affirms that Contractor (and any employees of Contractor) is legally authorized to perform all of the tasks enumerated in paragraph 1 above.
5. Contractor and SMUHSD hereby agree that there is no contractual relationship between the parties beyond the completion of the services described herein and timely payment of all compensation due for services rendered.
6. The term of this Agreement shall commence on the date hereof and shall continue until the Professional Development Sessions have been completed and paid for, unless earlier terminated in accordance with Section 7.
7. Either party to this Agreement may terminate this Agreement at any time in its sole discretion. In the event of such termination, Contractor shall be paid only for services actually performed. Each party hereto reserves all of its rights against the other in the event that she/he fails to perform her/his obligations hereunder.
8. This agreement does not create an association, partnership, joint venture, agency, or employee/employer relationship between the parties. It is the parties' intention that Contractor will be an independent contractor and not a SMUHSD employee for all

purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, applicable State revenue and tax law, and applicable State workers' compensation and unemployment insurance law. Contractor will retain sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities hereunder; provided that Contractor will utilize a high level of skill and expertise in performing the work. Contractor agrees that it is a separate and independent enterprise from SMUHSD and that it has a full opportunity to find other business. This agreement shall not be construed as creating any joint employment relationship between Contractor and SMUHSD, and SMUHSD will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona. Any lawsuit or legal actions arising out of or relating to this Agreement shall be adjudicated in the courts of the State of Arizona notwithstanding that state's conflict of laws jurisprudence.
10. This Agreement constitutes the entire agreement between the parties. It may be modified or amended only in writing signed by both parties and it cannot be modified or amended orally.
11. Consultant shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without SMUHSD's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against, each of the parties hereto and their respective successor and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on \_\_\_\_\_.

Contractor:  
Acosta Latino Learning Partnership LLC.

San Mateo Union High School District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Curtis Acosta

Print Name: \_\_\_\_\_

Title: Founder & Executive Director

Title: \_\_\_\_\_

Address: 3251 N Meadow Mine PL  
Tucson, AZ 85745

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: 05/16/2022

Date:

Contractor's Employer Identification Number  
(For tax reporting purposes): 46-3438592



## AEP-SMUHSD Ethnic Studies Professional Development Pathway for 2022-2023 SY

### Option #1

TRACK	2022-23 DETAILS	Cost
<b>1. Advanced Cohort Teacher Cohort</b>	AEP Ethnic Studies Summer Institute (1 day)	<b>\$8,000</b>
	Fall and Spring PD (2 two-hour sessions each semester – 8 hours in person)	<b>\$6,800</b>
<b>2. Beginning/Intermediate Teacher Cohort</b>	AEP Ethnic Studies Summer Institute (1 day)	<b>\$8,000</b>
	Fall and Spring PD (3 two-hour sessions each semester – 12 hours in person)	<b>\$10,200</b>
<b>3. General Teacher Cohort</b>	AEP Ethnic Studies Summer Institute (1 day)	<b>\$8,000</b>
	New Teacher Program (Full day on September 29 – 8 hours in person)	<b>\$8,000</b>
	Fall and Spring PD (2 two-hour sessions each semester – 8 hours in person)	<b>\$6,800</b>
<b>3. Administrator Cohort</b>	Fall and Spring PD Quarterly two-hour PD sessions (8 hours in person)	<b>\$6,800</b>
<b>4. Consultation and Site Visits</b>	4 days of site visits and all program consultation will be included.	<b>In Kind</b>



<b>5. Travel Budget</b>	An estimated 15 days of travel for 1-2 AEP Consultants.	<b>\$15,300</b>
<b>Total Cost</b>		<b>\$77,900</b>

Separate Budget Item for 2022-23

<b>Bridge Program</b>	Fall and Spring PD (3 two-hour sessions each semester – 12 hours in person)	<b>\$10,200</b>
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