

INDEPENDENT CONTRACTOR AGREEMENT

- I. **The Parties.** This Agreement is made between a business entity known as Gridley Unified School District with a mailing address of 429 Magnolia Street, Gridley California, 95948 (“Client”)

AND

1 individual know as Lorna Manuel with a mailing address of 2048 O’Conner Avenue, Redding, California, 96001 (“Contractor”)

WHEREAS the Client intends to pay the Contractor for services provided, effective October 12, 2022, under the following terms and conditions:

- II. **Services.** The Contractor agrees to perform the following:
The Contractor will provide four, six hour, NGSS professional training presentations, as agreed upon by principal and teachers of the Gridley Unified School District.
The Contractor will provide her own laptop and speakers for each training.
The Contractor will send all materials for photocopying to the Client for copying at least one week prior to training dates.

Hereinafter known as “Services”.

- III. **Payment.** The Client agrees to pay for the Services performed by the Contractor.
The Contractor agrees to be paid as follows:
On a full basis of \$1200.00, includes all four trainings.
Paid for at the completion of all trainings.

- IV. **Due Date.** The Services provided by the Contractor shall begin on October 20, 2022 and end before March 1, 2023.

- V. **Expenses.** The Contractor shall be reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement: Supplies for trainings.

The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor. Upon request by the Client, the Contractor may have to show any receipt(s) or proof of purchase for said Expense(s).

Travel expenses will be deemed the responsibility of the Contractor.

- VI. Independent Contractor Status.** The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform Services for others during the term of this Agreement. Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor and Client together shall select the starting and ending times, days of work, and order in which the work is performed.

- VII. Business Licenses, Permits, and Certificates.** The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under the Agreement.

- VIII. Liability Insurance.** The Contractor agrees to bear all responsibility for the actions related to themselves under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be a minimum amount of combined single limit of \$1,000,000.00

- IX. Indemnification.** The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this agreement.

- X. Termination of Agreement.** The Agreement will terminate on March, 1, 2023.

In addition, the Client or Contractor may terminate the Agreement, including any obligation hereunder, with reasonable cause by providing written notice of:

A material breach of the other party;
Failure to possess proper certification;
Impracticability of performance;
Material misrepresentation of employment history, educational and professional credentials and criminal record;
or mutual agreement of the parties.


XI. Option to Terminate. The Client and Contractor shall not have the option to terminate this Agreement unless there is reasonable cause as defined in Section X.

XII. Resolving Disputes. If a dispute arises under this Agreement, any party may take the matter to a California state court.

XIII. Proprietary Information. Proprietary information under this Agreement, shall include: The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, creations, works, models, works-in-progress and deliverables, will be the sole property of the Client, and Contractor thereby assigns to the Client all right, title, and interest therein.

XIV. Governing Law. This Agreement shall be governed under the laws in the State of California.

XV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited

Client’s Signature  _____ Date 10/04/22 _____

Print Name Lorna Manuel _____

Contractor’s Signature _____ Date _____

Print Name _____