



CYPRESS SCHOOL DISTRICT
9470 Moody Street
Cypress, CA 90630

CONSULTING AGREEMENT

This Agreement for Consulting Services (Agreement) is effective July 1, 2017 by and between Cypress School District (District) and Jim Hemsley (Consultant).

WHEREAS, the District is in need of advice on issues related to special education administrative support; and

WHEREAS, Consultant is a specifically trained, experienced and competent to provide administrative Consultant services required; and

WHEREAS, such services are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED BY CONSULTANT:**
Advice and support on issues related to special education cases, as needed, including IEP meetings.
2. The Consultant will commence providing services under this agreement on July 1, 2017, through June 30, 2018. The Consultant will perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which result is to be accomplished.
3. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to the agreement.
4. The District shall pay the Consultant \$115.00 per hour for services rendered pursuant to this agreement. If the Consultant is asked to testify in a due process proceeding, the DISTRICT will pay the hourly rate for his/her time. Payment shall be made after Board approval and within 30 days upon receipt of invoice and approved by the Director of Special Education/Student Services.
5. The District will indemnify and hold harmless Consultant from all claims, suits or causes of action arising out of any complaint brought against Consultant during or as a result of the Consultant's services provided under this agreement. District also will provide legal representation for the Consultant together with District during litigation in which Consultant is named as a defendant as a result of the services provided under this agreement. This provision does not apply to claims arising out of Consultant's negligent, willful, and or malicious conduct in the course of services.

