

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the **Cypress School District**, hereinafter referred to as "DISTRICT," and **Brian Dennis** hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of technical assistance in the development and implementation of the new music program; and

WHEREAS, CONTRACTOR is a retired teacher with 38 years of experience teaching elementary vocal music and, as such, is qualified to provide such services, and such services are needed on a limited basis.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Services.** CONTRACTOR shall provide technical assistance in the following areas: (a) Establishment of a District honor choir; (b) Identification of materials and equipment necessary to support the District honor choir (c) Use of technology and music equipment for general music and District honor choir programs.
2. **Term.** CONTRACTOR shall commence providing services under this AGREEMENT on August 1, 2017, and will diligently perform as required and complete performance by June 30, 2018.
3. **Compensation.** DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT at a rate of \$50.00 per hour, for an amount not to exceed Ten Thousand Dollars (\$10,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Invoices will be submitted by CONTRACTOR monthly.
4. **Expenses.** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.
5. **Independent Contractor.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

6. **Materials.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services.** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. **Copyright/Trademark/Patent.** CONTRACTOR understands and agrees that all work produced under this AGREEMENT belongs to DISTRICT.

9. **Termination.** DISTRICT or CONTRACTOR may, at any time, with or without reason, terminate this AGREEMENT. CONTRACTOR will be compensated only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT or CONTRACTOR shall be sufficient to stop further performance of services by CONTRACTOR. The notice shall be deemed given when received by the other party or not later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or not later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless.** CONTRACTOR agrees to and does hereby indemnify, hold harmless, and defend the DISTRICT and its governing board, officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

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

(b) Any injury to or death of any persons, including the DISTRICT or its officers, agents, and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. **Assignment.** The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

12. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now and may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

13. **Permits/Licenses.** CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

14. **Employment with Public Agency.** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

15. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto constitute the entire agreement between the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Affirmative Action Employment.** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

17. **Non Waiver.** The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. **Notice.** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:
Cypress School District
9470 Moody Street
Cypress, CA 90630

CONTRACTOR:
Brian Dennis
6415 San Andres Avenue
Cypress, CA 90630

20. **Severability.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

21. **Governing Law.** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF _____, 2017.

BY: _____
Signature

Tandy Taylor

Typed/Printed Name

Director, Curriculum, Instruction, & Assessment

Title

BY: _____
Signature

Brian Dennis

Typed/Printed Name

Independent Contractor

Title

451-82-6266

SSN/Tax ID