

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the **Cypress School District**, hereinafter referred to as "DISTRICT," and **Darielle Marie Tom** located at **3991 San Mateo Avenue, Los Alamitos, CA 90720-2250, (714) 235-3553**, hereinafter referred to as "CONTRACTOR."

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;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: assistance with selection and ordering of school library books; consult with school/District staff regarding school library activities. CONTRACTOR is a credentialed school librarian and shall maintain a valid Library Media Teacher Services Credential for the term of this Agreement.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2018, and will diligently perform as required and complete performance by June 30, 2019.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Five Hundred Dollars (\$500.00) in two installments**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: \$250.00 in December and \$250.00 in June, following completed work and receipt of invoice.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: not applicable.

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 Workers' 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. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

7. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of 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.

8. Insurance. CONTRACTOR agrees to maintain, in full force and effect, insurance evidencing all coverages and endorsements required by the District. Copies of the certificates of insurance shall be provided upon written request of the District.

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

10. 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 or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

a) Fingerprinting The Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

1) Ensure that if Contractor may enter a school site during the time that pupils are present to submit fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

2) If Contractor will have contract with District pupils, ensure approved clearance for Contractor shall be provided to the District in a manner acceptable to the District before work commences.

b) Tuberculosis Testing: Contractor assures if Contractor provides direct services to students, Contractor shall provide evidence of freedom from tuberculosis for a period within six (6) months prior to the onset of service and provide annual certification thereafter.

11. 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.

12. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes 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.

13. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of any protected category under state or federal law or regulations.

14. 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.

15. 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 by 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
Attention: Tandy Taylor
9470 Moody Street
Cypress CA 90630**

**CONTRACTOR: Darielle Marie Tom
3991 San Mateo Avenue
Los Alamitos CA 90720-2250**

16. 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.

17. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

18. 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 made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2018.

Cypress School District
District Name

Darielle Marie Tom
Contractor Name

By: _____

By: _____

Tandy Taylor
Typed Name

Darielle Marie Tom
Typed Name

Director Instructional Services
Title

Credentialed Library Media Teacher Services
Title

Taxpayer Identification Number