



Made in  
Hayward

**BOARD OF EDUCATION  
CONTRACT ABSTRACT**

Agenda Item: F.5.b.

Page: 1 of 7

Board Meeting Date: 07/22/20

Consent: Yes

**Board Meeting Date:** July 22, 2020  
**Name of Vendor:** Denzil's Piano Service  
**Purpose/Scope:** Repair and tuning of district piano instruments.  
**Expected Outcomes:** Tuning/ Maintenance  
**Is this a Multi-Year Agreement?** No  
**Term:** From: 08/22/2020 To: 06/30/2021  
**Length of Term:** 11 months  
**Cost:** \$636.36 per month  
**Total Contract NTE:** \$7,000.00  
**Funding Source:** 01.9101.0.5830.950.1293.1000.725.000  
Visual and Performing Arts (VAPA)  
**Selection Criteria:** Industry experience  
**Quotes/Bids Obtained:** No

**If NO, Select Reason:**

- ☐ Grant Related ☐ Unique Provider ☐ Required Service  
☒ Professional Service ☒ Continuing Service ☐ Other:

**X Verified by Departmental Leader for budgetary compliance.**

**X Verified by Departmental Leader for applicable statute and policy compliance, redundancy, and conflicts of interest contractual or otherwise.**

**X Verified by Purchasing Manager for Public Contract Code (PCC) compliance.**

**Contract Vendor Contact:**

Denzil Whaley

Name

1046 Fargo Avenue

Mailing/Notice Address

1046 Fargo Avenue

Physical Address

(510) 352-2017

Telephone

Owner

Title

San Leandro, CA 94579

City, State, Zip

San Leandro, CA 94579

City, State, Zip

denzil@denzilspiano.com

Email

# **Hayward Unified School District**

*Creating a Culture of Success*



## **Independent Contractor Agreement**

**Denzil's Piano Service**

**Piano Tuning and Maintenance**

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into between the **Hayward Unified School District** and **Denzil's Piano Service 1046 Fargo Avenue, San Leandro, CA 94579.**

### Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.
2. DISTRICT needs special services and advice as follows:  
**Repair and tuning of district piano instruments**
3. CONTRACTOR is specially trained, experienced and competent to provide such services. THEREFORE, the parties agree as follows:

### Terms

1. **Services/Work Product.** CONTRACTOR agrees to provide the following services:  
**Pickup and delivery of repaired instruments.**
2. **Term.** CONTRACTOR shall provide services for the period August 22, 2020 to June 30, 2021 or until terminated by either party by giving thirty (30) days advance notice in writing to the other party.
3. **Compensation.** DISTRICT shall pay CONTRACTOR a total fee of \$7,000 (seven thousand dollars). All billings are payable within thirty (30) days of invoice delivery after each scheduled event.
4. **Completeness of Agreement.** This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.
5. **Status of Contractor.** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.
6. **Fingerprinting.** By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services.

Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) DISTRICT Determination of Fingerprinting Requirement Application

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

☐ are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

☒ are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.
- (c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees

shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification. CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.
8. Insurance. CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Copies of all policies shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.
9. Equipment and Materials. CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement.
10. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

License Number: N/A.

11. Assignment. CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.
12. Non-Discrimination. CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.
13. Termination. DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright. Any written product produced under this Agreement shall be a work for hire and shall be the property of the DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's written permission.

15. Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
16. Attorney's Fees. If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
17. Governing Law. This Agreement shall be governed by the laws of the State of California.
18. Severability. In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
19. Notice. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT  
**Hayward Unified School District**  
**Purchasing Department**  
**24411 Amador Street**  
**Hayward, CA 94544**

CONTRACTOR  
**Denzil's Piano Service**  
**Attn: Denzil Whaley**  
**1046 Fargo Avenue**  
**San Leandro, CA 94579**

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

**Hayward Unified School District**

**Denzil's Piano Service**

Sign  
Here: \_\_\_\_\_

Sign  
Here: \_\_\_\_\_

Signed  
By: **Dr. Lisa Davies**

Signed  
By: **Denzil Whaley**

Title **Assistant Superintendent**

Title **Owner**

School/Dept. **Educational Services**

Date \_\_\_\_\_

Date  
Service  
Requested by: **Curriculum and Instruction**

- **ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE SITE ADMINISTRATOR AND THE CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL.**
- **WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT PURCHASE ORDER.**
- **AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL INDEPENDENT CONTRACTOR AGREEMENTS.**
- **IN ADDITION, AGREEMENTS OF OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO COMMENCING ANY WORK.**
- **A COMPLETED AND SIGNED W9 MUST ACCOMPANY THE INDEPENDENT CONTRACTOR AGREEMENT**

By:

\_\_\_\_\_  
**Matt Wayne, Ed.D., Superintendent**  
**Authorized HUSD Representative**

\_\_\_\_\_  
**Date**

July 22, 2020

**HUSD Board Approval Date**