



Services Rendered Agreement

Contractor Name: National Academy of Athletics

Program Title: Fitness Thru Fundamentals

Duration of Contract: September 9th, 2019 – June 5th, 2020.

This agreement made between Bahia Vista Elementary School, hereinafter referred to as "BVS", and the National Academy of Athletics, an independent contractor, hereinafter referred to as "NAofA".

SERVICES TO BE SUPPLIED BY NAofA

1. NAofA agrees to provide Physical Education Classes. NAofA agrees to provide one staff member per class session, equipment and supplies of whatever nature required to conduct the class in an acceptable manner.
2. This agreement will become effective on the date indicated above and will continue in effect throughout the duration of the class as indicated above, unless sooner terminated as provided herein or extended or modified by Addendum document with a 2 weeks written notice.
3. The programs, schedule and services provided and by the NAofA to the BVS are described in addendum "A".
4. The parties hereto agree that at all times during the term of this agreement, NAofA shall be an independent contractor and shall not be an employee of BVS. NAofA acknowledges, therefore, that they are not entitled to unemployment benefits upon termination of this contract or worker's compensation benefits should NAofA employee sustain an injury in the course of performing services specified in this agreement.

COMPENSATION

5. In consideration for the services to be performed by NAofA, BVS agrees to pay NAofA \$38 per class. Totalling \$1,254 per week with the exception of holidays, school days off or any cancelled classes (\$38,608 for the school year excluding holiday breaks and conference weeks). BVS can cancel classes with a 12 hour email notification. NAofA will invoice BVS at the end of each month of service provided. BVS will pay NAofA within 10 days of receiving the monthly invoice.

INDEMNIFICATION

6. NAofA agrees to indemnify, save and hold harmless BVS and The Bahia Vista Elementary School it's officers, directors, agents and employees from any and all claims, liability, damage and obligations of whatever nature, including all costs of defending any claim, judgements, attorney's fees and attachments arising out of or in any way connected with any intentional or negligent act or omission by NAofA in the performance of the services described herein.

TERMINATION OF AGREEMENT

7. Should either party default in the performance of this agreement, the other party shall provide written notice to defaulting party. If defaulting party does not cure such default, or take reasonable steps to cure such default: BVS may terminate this agreement without notice; NAofA may terminate this agreement with a 14 day written notice.

BOTH PARTIES AGREE:

BVS SIGNATURE Cecilia Perez

NAME Cecilia Perez

DATE 6/18/19

TITLE Principal

ADDRESS Bahia Vista Elementary, 125 Bahia Way, San Rafael, CA, 94901

E-MAIL ADDRESS cperez@srcs.org PHONE 415-485-2415

NAofA SIGNATURE Aaron Locks

DATE 6-18-19

CONTRACTOR'S NAME Aaron Locks

CONTRACTOR'S TITLE Marin County Area Captain

ADDRESS 1260 North Dutton Suite 243B Santa Rosa, CA 95401

E-MAIL ADDRESS Ben@NAofA.us

PHONE 707 791-7593

TAX ID NUMBER 454-569-310

ADDENDUM "A"

Dates: September 9th – September 27th

Curriculum: Fundamentals 1

Dates: September 30th – November 1st (No Class 10/21)

Curriculum: Fundamentals 2

Dates: November 4th – December 20th (No Class 11/11, 11/27-11/29)

Curriculum: Sports 101 *Sport 1

Dates: January 7th – January 31st (No Class 1/20)

Curriculum: Training camp/PFT

Dates: February 3rd – March 6th (No Class 2/17 – 2/21)

Curriculum: Fundamentals *review

Dates: March 9th – April 17th (No Class 3/16, 4/6 – 4/10)

Curriculum: Sports 101 *Sport 2

Dates: April 20th – May 15th (No Class 5/22, 5/25)

Curriculum: Fundamentals 3

Dates: May 18th – June 5th (No Class 5/22, 5/25)

Curriculum: Sports 101 * Sport 3