



# Joyful Classrooms

Agreement for Professional Services

This agreement is entered into by and between the SYLVAN UNION SCHOOL DISTRICT (hereinafter "DISTRICT") and JOYFUL CLASSROOMS (hereinafter "CONTRACTOR") for the following purposes and with respect to the following facts.

### RECITALS

WHEREAS, the DISTRICT is authorized pursuant to Education Code section 35160 and Government Code section 53060 to contract for professional services. WHEREAS, the CONTRACTOR, is uniquely qualified and experienced to render the services stated below. WHEREAS, the DISTRICT is desirous of such services of CONTRACTOR. NOW THEREFORE, the parties mutually agree as follows:

### SCOPE OF SERVICES

CONTRACTOR appoints Brittany Cufauade to perform/provide the following services for the DISTRICT:  
DAVIS JOINT UNIFIED SCHOOL DISTRICT

### TERM OF AGREEMENT

The term of this contract shall begin upon signing and will terminate on 6/15/2020. This contract may be terminated without cause for the convenience of the DISTRICT on five (5) days written notice to the CONTRACTOR. In such event, the services will be rescheduled at the convenience of both parties.

### PAYMENT FOR SERVICES

The total agreed upon services with CONTRACTOR is for:

Description	Rate	Qty	Line Total
<b>The Joyful Classrooms Full-Day Workshop</b> K-5 Benchmark Review	\$3,000.00	17	\$51,000.00
<b>The Joyful Classrooms Full-Day Workshop</b> 6-8 StudySync Review	\$3,000.00	2	\$6,000.00
	Subtotal		\$57,000.00
	Discount		-\$5,700.00
	Tax		0.00
	Proposed Total		\$51,300.00



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Payment for these services will be submitted by SYLVAN UNION SCHOOL DISTRICT within 30 days of receiving the invoice. DISTRICT agrees not to make any withholdings from the gross pay of CONTRACTOR. CONTRACTOR agrees to indemnify and hold harmless the DISTRICT from any and all cost, loss, or liability whatsoever arising from or caused by any challenge to the payments made by DISTRICT to CONTRACTOR, including any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities.

The CONTRACTOR shall guarantee that all professional services rendered in the performance of this Contract are in keeping with current generally accepted practices for an educational institution.

The Contract includes the General Terms and Conditions as printed and set forth on the pages 2-4, and the CONTRACTOR, by executing this Contract, agrees to comply with all such General Terms and Conditions.

### **GENERAL TERMS AND CONDITIONS**

#### **1. PROPOSAL ACCEPTANCE**

Proposals are subject to acceptance by the signing of a contract, issuance of an appropriate purchase order, and approval of the contract by the Board of Education. The District reserves the right to accept or reject any and all quotes.

#### **2. EQUIPMENT AND LABOR**

The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the professional services described in the Scope of Services. The services of Contractor are to be performed at such times and places as directed by and subject to the approval of the authorized district representative.

#### **3. SUBCONTRACTORS**

Contractor agrees not to employ subcontractors in connection with rendering services to the District without written consent of the District. When so permitted, subcontractors shall be treated as employees of Contractor for purposes of this contract. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

#### **4. SAFETY AND SECURITY**

It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

#### **5. CONTRACT CHANGES**

No changes or alterations to this contract shall be made without specific prior written approval by the Contractor.

#### **6. EMPLOYEES**

Contractor shall at all times enforce strict discipline and good order among her employees and shall not



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employ any unfit person or anyone not skilled in work assigned to him or her in connection with this contract. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from thereafter performing service to the District.

### 7.SUBSTITUTIONS

No substitutions of materials or service from those specified in the Scope of Work shall be made without the prior written approval of the District.

### 8.ACCESS TO WORK

District representatives shall at all times have access to work wherever it is in preparation or progress.

### 9.ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

### 10.HOLD HARMLESS AGREEMENT

The Contractor shall save, defend, hold harmless and indemnify the District from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to Contractor's, its employee's or agent's performance or failure to perform under the contract.

### 11.PERMITS AND LICENSES

The Contractor and all of Contractor's employees, agents, and permitted subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of services pursuant to this contract.

### 12.COMPLIANCE WITH LAWS

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on services to be performed. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of services shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District.

### 13. GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the State of California.

### 14. NO ORAL MODIFICATION

Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.



## Agreement for Professional Services

Contractor: JOYFUL CLASSROOMS LLC

District: SYLVAN UNION SCHOOL DISTRICT

Brittany Cufaude: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Founder of Joyful Classrooms

Date:

Date:

Address:

Phone: