



Physical Education & Music Education Annual Contract 2016/2017

This agreement made between Campbell Union School District, having a principal place of business at 155 North First Street, Campbell, CA 95008-2086 hereinafter referred to as the "Client" and Rhythm and Moves, Inc., an independent contractor, having a principal place of business at 2179 Harbor Bay Parkway, Alameda CA 94502, hereinafter referred to as the "contractor".

It is hereby agreed:

- 1) Term of Contract. This agreement will become effective beginning August 24, 2016 and will continue until June 14, 2017 unless this contract is sooner terminated as herein provided.
- 2) Services to be performed by Contractor. Contractor agrees to provide a Physical and Music Education program, which includes the equipment, teacher, curriculum, and supervision of the program. The program will be for 52 Doubles @ \$4735 and 181 Singles @ \$3285 per week. The classes will be on the property of the client. Contractor will assure in writing that all teachers assigned to work in CUSD schools hold a valid and appropriate California teaching permit or credential registered in Santa Clara County Office of Education; have been fingerprinted with the Department of Justice and deemed by the contractor to be cleared to work with children; and have had a clear Tuberculosis test within four (4) years. These documents shall be provided to the Client before the first day of work at any CUSD school. See attached Appendix A for locations and services provided.
- 3) Fees for Services. Contractor shall be entitled to the following fees for its services. \$840,805.00 for the contract, which shall be paid in 10 monthly installments of \$84,080.50 each. An invoice for monthly installments shall be provided by the contractor to client by the 1st of each month. These payments are due on the 15th day of each month, August through and ending in May. There will be a 5% late charge for payments received after the 20th of each month.
- 4) Independent Contractor. Contractor will act as an independent contractor. Therefore the Client will pay no employer costs. (i.e. worker's compensation, employer taxes, or benefits)
- 5) Termination upon Notice. This agreement can be terminated by either party giving 30-day notice. If the agreement is terminated as provided for herein then the Contractor shall be paid on a pro rata basis for all work performed through the date that such termination becomes effective.
- 6) Direct Employment of Employees of Rhythm and Moves, Inc. Client agrees that should Client directly or indirectly employ or otherwise retain the services of any individual who is or has been an employee of Rhythm and Moves at anytime within the preceding 18 months, Rhythm and Moves will bill Client for a finder's fee in the amount of 1/3 of this, the current year contract held with Rhythm and Moves, Inc., which Client agrees to pay pursuant to the payment terms set forth in Paragraph 3.
- 7) Liability Insurance/Hold Harmless. Contractor agrees to maintain a policy of insurance in the minimum amount of \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement, and shall name Client as an additional named insured on said policy. A certificate of insurance will be provided to the client prior to the expiration of the current term. Contractor shall hold harmless and indemnify the District, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney's fees, which may arise as the result of performing the work under this Agreement, caused in whole or in part by any act or omission of Contractor or anyone directly or indirectly employed by Contractor, regardless of whether caused in part by a party indemnified under this Agreement.
- 8) Time is of the Essence. Time is of the essence in this agreement.
- 9) Assignment. Neither this agreement, nor any duties or obligations under this agreement, may be assigned without the prior written consent of the Client.
- 10) Notices. Any notice under this agreement shall be sufficient if written and delivered personally or by first class mail to the addresses listed at the beginning of this agreement.

- 11) Attorney's Fees. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.
- 12) Entire Agreement of the Parties. This agreement contains the entire agreement of the parties and supersedes any and all prior agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client. Any modifications of this agreement will be effective only if it is in writing signed by both parties. If any provision of this agreement is determined to be invalid in writing by both parties, the remaining provisions shall constitute the agreement.

Claire C. Hand

Contractor

7/19/16

Date

Client (Principal)

Date