



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is made and entered into this October 23, 2020, by and between South Whittier School District ("District") and Moving Mindz LLC ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

SCOPE OF SERVICES

Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Memorandum of Understanding, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

TERM OF SERVICE

The Term of this Memorandum of Understanding shall be from October 23, 2020, until June 5, 2021. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

COMPENSATION

Consultant shall receive compensation for the services rendered under this Memorandum of Understanding as provided in the attached **Exhibit "B"**.

INDEMNIFICATION AND INSURANCE

Consultant agrees to indemnify, defend and hold harmless District and their appointed officers, employees, and agents from and against any and all liability or expenses, including defense cost and legal fees, arising from or connected with claims for damages or workers' compensation benefits relating to District operations or its services which result from bodily injury, death, personal injury, or property in the care, custody, or control of Consultant.

District agrees to indemnify, defend and hold harmless Consultant and their appointed officers, employees, and agents from and against any and all liability or expenses, including defense cost and legal fees, arising from or connected with claims for damages or workers' compensation benefits

relating to Consultant operations or its services which result from bodily injury, death, personal injury, or property in the care, custody, or control of District.

During the term of this Memorandum of Understanding, Consultant shall purchase and maintain, at its sole cost and expense, (1) Workers Compensation Insurance with statutory limits, (2) Employee Liability Insurance with limits of no less than \$1,000,000 per occurrence, (3) General Liability Insurance, including bodily injury and property damage coverage, with limits or no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and (4) Professional Liability Insurance covering errors and omissions with limits of no less than \$1,000,000 per occurrence. Concurrent with the execution of this Memorandum of Understanding, Consultant shall provide District certificates of insurance for the above insurance coverage requirements. The General Liability Insurance policy shall name SWSD as an additional insured.

MUTUAL AGREEMENT

This MOU may be modified, revised, amended, or renewed by the mutual written consent of Consultant and District. During the agreement, Consultant or District may, with sole discretion, have the right to cancel the MOU and terminate the service and agreement within thirty days written notice with or without cause.

SOUTH WHITTIER SCHOOL DISTRICT

MOVING MINDZ LLC

Designee

John J. Gaines, CEO

Date

Date

EXHIBIT “A”

SCOPE OF SERVICES

MOVING MINDZ LLC (“Consultant”) RESPONSIBILITIES

- Consultant will provide three 1-hour sessions per week for a length of 10 weeks of Virtual Enrichment Classes focusing on Cartoon Animation (for students in grades 1 and 2), Science Rocks! (for students in grades 3 and 4), and Video Game Design (for students in grades 5 and 6) for a maximum of 20 students in each session attending Lake Marie Elementary.

SOUTH WHITTIER SCHOOL DISTRICT (“District”) RESPONSIBILITIES

- Select and coordinate a group of students to attend and participate in the Virtual Enrichment Classes.
- Provide a space suitable to properly host the Virtual Enrichment Classes.

EXHIBIT "B"**COMPENSATION FOR SERVICES**

The District shall compensate Moving Mindz LLC during the term not to exceed \$1,500.

Payment shall be made 30 days after submission of an invoice to the District.

The Consultant shall not be entitled to receive any additional compensation, benefits or other consideration for services under this Memorandum of Understanding and is solely and directly responsible for any tax related obligation arising out of the consideration received for consulting services.

Description		Amount
Virtual Enrichment Class - Cartoon Animation (1st and 2nd Grade)		\$500.00
<ul style="list-style-type: none"> Maximum of 20 students 		
<ul style="list-style-type: none"> 1-Hour Session per Week (Recommended Number of Sessions: 10) 		
Virtual Enrichment Class - Science Rocks! (3rd and 4th Grade)		\$500.00
<ul style="list-style-type: none"> Maximum of 20 students 		
<ul style="list-style-type: none"> 1-Hour Session per Week (Recommended Number of Sessions: 10) 		
Virtual Enrichment Class - Video Game Design (5th and 6th Grade)		\$500.00
<ul style="list-style-type: none"> Maximum of 20 students 		
<ul style="list-style-type: none"> 1-Hour Session per Week (Recommended Number of Sessions: 10) 		
Total		\$1,500.00