



# Physical Education & Music Education Annual Contract 2017/2018

This agreement made between Campbell 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 23, 2017 and will continue until June 13, 2018 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 46 Doubles @ \$4,735.00 and 167 Singles @ \$3,285.00 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 at the 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. \$766,405.00 for the contract, which shall be paid in 10 monthly installments of \$76,640.50 each. These payments are due on the 15th day of each month, August through 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 acknowledges that Contractor has recruited, trained and supervised Contractor's employees and that Contractor's employees will be providing educational services at Client's school site(s). Client further acknowledges that the recruitment, training and supervision of Contractor's employees are costly and time-consuming to Contractor. Should Client directly or indirectly employ or otherwise retain the services of any employee of Contractor who has worked at Client's school site(s) during the term of this contract or within 12 months of the termination of this contract in a position which is the same or substantially similar to those services provided by Contractor in this agreement, Client shall pay Contractor a finder's fee in the amount of \$30,000.00. Client further acknowledges that the finder's fee amount accurately reflects the reasonable value of Contractor's time and costs. Client will be billed separately for the finder's fee and payment will be due within 60 days.

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.



