



Item 13.6

Music and Physical Education Annual Contract 2018/2019

This agreement made between Campbell Union School District (CUSD) 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 22, 2018 and will continue until June 12, 2019 unless this contract is sooner terminated as herein provided.
- 2) Services to be performed by Contractor. Contractor agrees to provide a Music and Physical Education, which includes the equipment, teacher, curriculum, and supervision of the program. The program will be for 40 doubles per week at the annual rate of \$4,830 per double and 188 singles per week at the annual rate of \$3,350 per single. 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. \$823,000.00 for the contract, which shall be paid in 10 monthly installments of \$82,300.00 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. 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.

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.

IN WITNESS WHEREOF, the parties have executed this agreement.

Clare C. Land

Contractor

5/21/18

Date

Client (Principal)

Date

APPENDIX A

2018-2019

School	Total:
Blackford	8D 13S 6S Music
Capri	8D 20S 7S Music
Castlemont	8D 21S 4MUSIC 4PE (In Place of Music)
Forest Hill	24S Music
Lynhaven	8D 31S 6S Music
Marshall Lane	10S
Rosemary	8D 13S
Sherman Oaks	16S
Village	14S 3S Music
TOTAL PE	40 Doubles 142 Singles
TOTAL MUSIC	46 Singles