

**SAN JOSÉ UNIFIED SCHOOL DISTRICT  
MASTER SERVICE AGREEMENT FOR  
SPECIAL ENRICHMENT PROGRAMS  
ELEMENTARY SCHOOLS**

This Master Service Agreement for Special Enrichment Programs ("Agreement") is made as of the 12 day of August in the year 2019, between the **San José Unified School District** ("District") and Rhythm and Moves, Inc. ("Consultant"), a Corporation. The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

**WHEREAS**, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, the District needs such services and advice at multiple school sites and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District; and

**WHEREAS**, the Consultant agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement;

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** Consultant shall perform the following services ("Services" or "Work"): Provide a Music Education Program, which includes the equipment, teacher, curriculum, and supervision of the program. Consultant shall only perform Services that are authorized pursuant to an executed Purchase Order, **provided by each participating school site (School).**
2. **Term.** Consultant shall commence providing Services under this Agreement on August 14, 2019, and will diligently perform as required or requested by District as applicable. Unless terminated earlier as provided herein, the term for these services shall expire on June 4, 2020. This Agreement may be extended for an additional term commencing at the expiration of the preceding term on an annual basis to the extent permissible under applicable law. Any such extension of the Term shall be evidenced by a signed amendment to the Agreement.
3. **Submittal of Documents.** Consultant shall not commence performance of any Services under this Agreement until the Agreement has been fully executed and the Consultant has submitted insurance certificates with requested limits listed in Section 12 of this Agreement.

This constitutes the entire Agreement between the District and Consultant supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education.

This Agreement consists of:

- 3.1 Service Agreement
- 3.2 Consultant Certification

4. **Compensation.** District agrees to pay Consultant for Services as follows: At an annual base rate of \$16,975 for 5 hours of music, one day a week, per School.
  - 4.1. Invoiced to the District monthly, as services are rendered. Payment shall be made for all undisputed amounts within thirty (30) days after the Consultant submits a detailed invoice to the District's Accounts Payable Department.
  - 4.2. A purchase order will be provided after the approval of this service agreement, all invoices must include the purchase order number. Failure to provide a detailed invoice with the purchase order number may cause a delay in payment.
  - 4.3. Consultant will charge a 5% late fee if payment is more than 30 days late from the date invoice is received in Accounts Payable Department, late fees only applicable for undisputed amounts.
  - 4.4. If a scheduled day is cancelled, and cannot be rescheduled, the Consultant shall return the prorated cost of the installment in the form of a credit memo.
5. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work except as indicated in Section 1.
7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

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**8. Standard of Care.**

- 8.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 8.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 8.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 8.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

**9. Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

**10. Termination.**

- 10.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than thirty (30) days after the day of mailing, whichever is sooner.
- 10.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 10.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 10.3.1. material violation of this Agreement by Consultant; or
  - 10.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 10.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.
  - 10.3.4. Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 10.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether such documents are final or draft documents.

**11. Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

**12. Insurance.**

- 12.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below:
  - 12.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury,

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property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

- 12.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 12.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage		Minimum Requirement
Commercial General Liability Insurance	Each Occurrence	\$1,000,000
	General Aggregate	\$3,000,000
Automobile Liability Insurance	Each Occurrence – Commercial vehicles	\$1,000,000
	Injury/one death – Personal vehicles	\$15,000
	Injury/multiple death	\$30,000
	Property Damage	\$5,000
Professional Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$3,000,000
Workers' Compensation		Statutory limits
Employer's Liability	Each Occurrence	\$1,000,000

- 12.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by the District. Certificates and insurance policies shall include the following:

12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

12.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

12.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

12.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

- 12.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

- 12.4. **Subcontractors.** Consultant shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of Consultant or under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of Consultant hereunder.

13. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

14. **Compliance with Laws and District Use Rules.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

- 14.1. Consultant has, unless exempted, complied with the Pupil Records Rider for Digital Records Storage or Digital Educational Software contract requirements Education Code 49073.1, Privacy of Pupil Records.

- 14.2. Consultant's use of the District facilities and property to perform the Services shall be pursuant to the District's existing rules and regulations pertaining to the use of the District facilities and property as may be updated from time to time during the Term. To view the District's [Use of School Facilities](#) policy (code AR 1330), log onto our

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online portal and perform a search, instructions are in the [Polices and Regulations](https://www.sjUSD.org) section of our website: <https://www.sjUSD.org>.

- 14.3. Before and after school services require a facility use permit reservation for the space needed, using [Facilitron](#).
15. **Subcontractors.** Consultant may contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for completion of its Services, licensed as required by applicable law. The names of subcontractors and a detailed scope of the Services to be performed by any subcontractors shall be submitted to the District for approval prior to commencement of Services by a subcontractor. The District reserves the right to reject Consultant's use of any particular subcontractor. District shall not approve any invoice or application for payment submitted that includes costs for Services performed by a subcontractor that has not been approved by District. In the event Consultant contracts with or employs a subcontractor for any portion of the Services, Consultant shall pay all subcontractor invoices within thirty (30) days of receipt or as otherwise agreed to by Consultant and the subcontractor, in compliance with applicable law; all Consultant payments to and records between its subcontractor(s) shall be subject to the audit provisions herein this Agreement. Nothing in the foregoing shall create any contractual relationship between the District and any subcontractor(s) employed by Consultant under the terms of this Agreement. See insurance requirements in section 12.4 in this Agreement.
16. **Direct Employment of Employees of Rhythm and Moves, Inc.** District acknowledges that Consultant has recruited, trained and supervised Consultant's employees and that Consultant's employees will be providing educational services at District's school site(s). District further acknowledges that the recruitment, training and supervision of Consultant's employees is costly and time-consuming to Consultant. Should District directly or indirectly employ or otherwise retain the services of any employee of Consultant who has worked at District's school site(s) during the term of this Agreement or within 12 months of the termination of this Agreement in a position which is the same or substantially similar to those services provided by Consultant in this Agreement, District shall pay Consultant a finder's fee in the amount of 1/3 of the cost of services provided to the School the Consultant's Employee was assigned to. District further acknowledges that the finder's fee amount accurately reflects the reasonable value of Consultant's time and costs. District will be billed separately for the finder's fee and payment will be due within 60 days.
17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of the Services. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Service Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section [12900](#) and Labor Code Section [1735](#). In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section [45125.1](#) regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section [45122.1](#). The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student, by signature on the Consultant Certification page provided as an exhibit on this Agreement if applicable.
22. **District's Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Consultant's and any subcontractor's premises to review and audit, the Consultant's compliance with the provisions of this Agreement ("District's Audit Right"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

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- 22.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- 22.2. Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
- 22.3. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that provision is binding upon all subcontractors.
- 22.4. Consultant shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Consultant's Work-related documents, records and information. The District's Audit Right and Consultant's compliance with the same, shall be at no additional cost to the District.
- 22.5. In the event the District's Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.
- 22.6. Consultant acknowledges and agrees that the District's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § [6250](#) et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District's constructive possession but under Consultant's control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District's Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or requested by District, within five (5) days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.
23. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement.
25. **Disputes.** In the event of a dispute between the Parties as to performance of Services, interpretation of any provision of this Agreement or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performance of Services.
26. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 26.1. **Pupil Records and Information.** Consultant shall perform Services in compliance with the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Act ("COPA") and the Student Online Personal Information Protection Act ("SOPIPA"). Consultant shall not use pupil records or information for any purpose other than those required or specifically permitted by this Agreement and listed in Section 3.5 (Exhibit D) as part of this agreement. Consultant shall immediately notify the District in the event pupil records or information is disclosed to any unauthorized person, or in the event of a [Data Breach](#).
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

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**San José Unified School District**  
Purchasing & Contract Management  
855 Lenzen Avenue  
San José, CA 95126  
Tel: (408) 535-6141

**Rhythm and Moves, Inc.**  
2179 Harbor Bay Parkway  
Alameda, CA 94502  
Tel: 510-521-2505  
ATTN: Kelly Schroeder

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California County in which the District's administration offices are located.
30. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
33. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Agreement and to bind the Party on whose behalf the signer executes this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

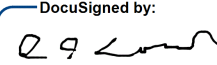
**San José Unified School District**

**Rhythm and Moves, Inc.**

Date: 8/15/2019

Date: 8/13/2019

By:   
DocuSigned by:  
BED453E56F68421...  
Print Name: Steve Adamo

By:   
DocuSigned by:  
662EC3B24FF6483...  
Print Name: Claire Loud

Title: Director

Title: CEO





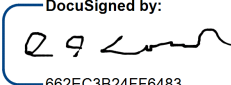
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**CONSULTANT CERTIFICATION**

**Fingerprint and Background Certification**

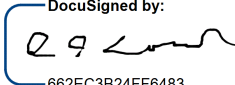
Business entities entering into a Service Agreement with the District shall comply with Education Code sections [45125.1](#). Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations.

I, Claire Loud, am (an authorized representative of/doing business as) Rhythm and Moves, Inc., (Name of Consultant) and hereby certify that Consultant have Conducted the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of this business District, and that none of those persons have been reported by the Department of Justice ("DOJ") as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, consultant will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. I agree to keep this list current and to notify San José Unified School District of any additions/deletions as they occur.

Signature  DocuSigned by:  
662EC3B24FF6483...

Date 8/13/2019

**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of the Consultant and the Subcontractor(s) under this agreement are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Signature  DocuSigned by:  
662EC3B24FF6483...

Date 8/13/2019

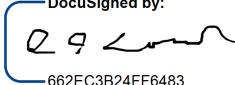
**Tuberculosis Certification.** Consultant and the Consultant Parties shall at all times comply with the tuberculosis certification requirements as set forth below.

The following Consultant and/or Consultant Parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis test that complies with the requirements of California Education Code Section [49406](#).

Consultant shall maintain on file the certificates showing that the Consultant Parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature  DocuSigned by:  
662EC3B24FF6483...

Date 8/13/2019