



# Little HEROES Standard Contractor Agreement

MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS and shall be defined as Monday to Friday between the hours of 8:00AM and 3:00PM

## ARTICLE I PARTIES TO THIS AGREEMENT

This agreement is entered into and effective as the last day of signature hereto ("Effective Date") by and between LITTLE HEROES ("Provider"), a California non-profit organization, having its principal offices located at 5669 Snell Ave. #275, San Jose, CA 95123, and Milpitas Unified School District AND PARTICIPATING SCHOOLS ("MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS"), having its principal offices located at 1331 E.Caleveras BLVD. Milpitas, CA 95035

## ARTICLE II PREMISES OF THIS AGREEMENT

**WHEREAS, MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS** is allowing PROVIDER access to school premises to offer services to its students and its staff (collectively, "PERSONNEL"), and

**WHEREAS,** the parties desire that PROVIDER administer a Youth and Recess Development program, to establish a Fun Fitness & Rescue Recess component, an after-school sports program, and teacher trainings for PERSONNEL on the terms and conditions set forth herein;

**NOW, THEREFORE,** by reason of the foregoing premises, and in consideration of the mutual covenants set forth in this Agreement, the sufficiency of which being mutually acknowledged hereby, the parties agree to as follows

## TERM AND DEFINITIONS

- (a) **Confidential Information:** Shall mean any and all information obtained by MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS related to PROVIDER or its PERSONNEL.
- (b) **Contact Personnel:** Shall mean the Director of Administrative Services, or anyone to whom responsibility for the relationship with PROVIDER be delegated.
- (c) **Program Costs:** Program cost is pro rated to \$18,000
  - a. Payable in monthly payments of \$3,000 each.
  - b. Payment will be initiated by the submission of an invoice referencing the PO number corresponding to the school of service. Invoices will be submitted on the 1st of each month.
- (d) **Program Hours:** shall be the daily time in which the PROVIDER shall physically deliver the program to

(e) **Provider Team:** shall mean all officers, directors, staff, employees, contractors, and affiliates of PROVIDER that have access to PERSONNEL

(f) **"Service":** shall mean the development, delivery, and administration of a Youth and Recess Development program for the PERSONNEL and MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS during the term.

(g) **Term:** Unless terminated by PROVIDER, this Agreement will remain in force for the duration of the 2020-2021 school year. Beginning in January of 2021 and ending in July of 2021.

- a. This contract will only be renewable in the sole discretion of PROVIDER

## GENERAL TERMS AND CONDITIONS

### SECTION 1.0 SCOPE OF THIS AGREEMENT

1. **Status as Independent Contractor:** The relationship established between MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS and PROVIDER by this agreement is that of an Independent Contractor, and nothing herein contained will be deemed to establish or otherwise create a relationship of principal and agent between MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS and PROVIDER. PROVIDER represents that it is an independent contractor who will not be deemed an agent of MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS for any purposes whatsoever and neither PROVIDER nor any of its agents or employees will have the right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS. PROVIDER will not make any claims that it is an employee of MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS and will indemnify and hold MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS harmless from any and all claims or findings that seek to nullify the Independent Contractor status of PROVIDER



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## SECTION 2.0 MARKETING

**2.1 Publicity and Logo Usage:** PROVIDER shall secure the right to reference the Agreement for use in PROVIDER's publicity and marketing purposes in connection with Provider's efforts to market its programs or products. Specifically, Provider will be authorized to include the MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS name and/or logo in PROVIDERS marketing materials, advertisements, sales presentations, and on PROVIDERS website.

## SECTION 3.0 COMPLIANCE WITH LAWS

**3.1 Local Laws:** Both parties agree to fully comply with all applicable legal obligations

## SECTION 4.0: AMENDMENTS

**7.1 Amendments:** PROVIDER reserves the right to change or otherwise modify, in its sole discretion, the preceding terms at any time.

## SECTION 5.0 INSURANCE

### PROVIDER will maintain during the Term of this

**Agreement:** (a) Workers' Compensation Insurance as prescribed by the law of the state in which PROVIDER's obligations under this Agreement are performed. (b) Employer's Liability insurance with limits of at least \$2,000,000 for each occurrence, (c) Commercial General Liability insurance with combined single limits for each occurrence of at least \$1,000,000, (d) errors and omission liability coverage with limits of at least \$1,000,000 for each occurrence and (e) if the use of motor vehicles is required, Commercial Automotive Liability insurance (including hired and non-owned coverage) with combined single limits for each occurrence of at least \$1,000,000 for bodily injury and property damage.

## SECTION 6.0 NON-WAIVER

Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege.

## SECTION 7.0: NOTICES

Notices and other communications required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly given if delivered in hand, sent by courier service, or delivered by mail to the following address

To MILPITAS UNIFIED SCHOOL DISTRICT  
State & Federal  
1331 E. Calaveras BLVD.  
Milpitas, CA 95035

To PROVIDER:  
Little HEROES  
5669 Snell Ave. #275  
San José, CA 95123

## SECTION 8.0: CHOICE OF LAW AND FORUM; CONSENT TO JURISDICTION

This Agreement and any claims arising hereunder or related hereto will be covered by the laws of the state of California, except provision relating to conflict of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Santa Clara County, California. The parties hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

## SECTION 9.0: ENTIRE AGREEMENT

This Agreement along with the Milpitas School District Independent Contract Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations and Agreements concerning the same.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives,

MILPITAS UNIFIED SCHOOL DISTRICT AND PARTICIPATING SCHOOLS:

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

School: \_\_\_\_\_

PROVIDER:

Print Name: Jarzzale Beeks

Sign: Jarzzale Beeks

Date: 1-14-21 \_\_\_\_\_

BOARD APPROVAL:

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_