



PROGRAM SERVICE AGREEMENT

Memorandum of Understanding

Azusa Unified School District (“AUSD”) and 4C LAB (“4C LAB”) *agree as follows*:

1. Services Rendered. Azusa Unified School District (AUSD) agrees to engage 4C LAB and 4C LAB agrees to accept such work as an independent Contractor on the terms and subject to the conditions outlined in this independent Contractor agreement (“Agreement”).

2. Term of Agreement. The term of this Agreement (“Term”) shall begin **on or near the week of January 20th, 2025, and conclude on or near May 9th (or the week of May 5th)** unless terminated earlier per paragraph 5 of this Agreement. **These dates are subject to change based on school schedule, availability, capacity, etc.**

3. Scope of Work and Duties. 4C LAB shall provide a 4-week creative art residency, once per week, for the AUSD elementary schools.

4. Participating AUSD Schools. The following schools may be considered for participation in AUSD's partnership with 4C LAB. The scope of service and program deployed on each school campus is dependent upon the level of participation and involvement of each school.

Dalton Elementary School
Hodge Elementary School
Lee Elementary School
Magnolia Elementary School
Murray Elementary School
Paramount Elementary School
Valleydale Elementary School

5. Compensation. As compensation for the 4C LAB’s services, the AUSD will pay the 4C LAB as follows: **\$35,000.** 4C LAB agrees that they’re responsible for their own federal, state, and local income, social security, unemployment, sales, disability, and any other applicable local, state, or federal taxes arising out of their performance of services under this Agreement. The 4C LAB shall provide an invoice via email to AUSD by the last business day of the month the services were provided. AUSD shall provide payment by check to the 4C LAB by U.S. postal service.

6. Termination. Either party shall have the right to terminate this Agreement at any time for any or no reason before or during the Term hereof upon a minimum of thirty (30) days written notice to the other. Upon termination of this Agreement, the 4C LAB agrees to return to AUSD any property or Confidential Information belonging to the AUSD in their possession.

7. Confidential Information. During or any time after termination of this Agreement, 4C LAB and the AUSD will not, without authorization of both parties, disclose to or use for the benefit of any person, corporation, or other entity, or themselves, the terms of this Agreement, any files, or other confidential information concerning the business, students, methods, operations, financing, or services of AUSD and 4C LAB. Confidential information shall mean information not generally known in practice is disclosed to AUSD or 4C LAB or known by them as a consequence of their services for AUSD, whether or not under this Agreement (collectively, “Confidential Information”).

8. Contractor’s Status. The 4C LAB is not an employee, agent, co-venturer, or controlling person of AUSD. The 4C LAB shall have no power to enter into any agreement on behalf of or otherwise bind the AUSD. The 4C LAB shall be free to pursue their account (or for the account of others) such activities, employments, ventures, businesses, and other pursuits as the 4C LAB in their sole, absolute, and unfettered discretion.

9. Standards. The 4C LAB will comply with the AUSD's policies and procedures and all applicable professional standards, laws, rules, and regulations.



10. Risk Management and Incident Reporting. The 4C LAB agrees to cooperate with the AUSD's risk management and should the 4C LAB become aware of an incident or claim that may give rise to a claim under the AUSD's general commercial liability policy of insurance, the 4C LAB agrees to promptly notify AUSD of the nature of the claim and report all necessary information related to the claim. The obligations of this Paragraph 9 shall survive any termination of this Agreement.

11. Indemnity. The 4C LAB shall, at all times, indemnify and hold harmless AUSD, its officers, directors, employees, agents, counsel, and advisors (each, an "Indemnified Person") in connection with all claims, liabilities, obligations, damages, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including but not limited to reasonable attorneys' fees (collectively, "Losses"), that may be imposed on, incurred by or asserted against any Indemnified Person in any way relating or arising out of this Agreement or any Work contemplated hereby, but only for such Losses caused by, arising from, or related to negligent or malicious acts or omissions of 4C LAB, its officers, directors, agents, employees, or any person or entity through which 4C LAB performs Work for AUSD. All Losses imposed or sought to be imposed upon AUSD to pay any withholding taxes, Social Security, unemployment or disability insurance, employee benefits, or similar items, including interest and penalties thereon, in connection with claims therefore made against AUSD by any governmental entity, regulatory authority, or a third party; and any work-related, or allegedly work-related, disability of any person through whom 4C LAB performs services or Work for AUSD.

12. Use of AUSD Name. 4C LAB shall not use the name, insignia, or any facsimile of AUSD material for any purpose, including but not limited to advertising, AUSD list, or references, without the express prior authorization of Client.

13. Relationship of Parties. Under no circumstances shall the 4C LAB look to AUSD as their employer, or as a partner, agent, or principal. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties by this Agreement. The Parties intend that 4C LAB, in performing the Work, shall act as an independent contractor and shall have control over his or her work and the manner in which it is performed. 4C LAB or their staff are not to be considered an agent, employee, or partner of the AUSD and is not entitled to participate in any pension plans or similar benefits that the AUSD may provide for its employees. The Parties acknowledge and agree to comply with all applicable laws, rules, and regulations regarding independent contractor relationships, as they pertain to this Agreement. 4C LAB has no fiduciary obligation to the AUSD but instead a contractual one set forth in the terms of this Agreement. 4C LAB shall not be entitled to any benefits afforded to Client's employees including, but not limited to, worker's compensation, disability insurance, vacation, or sick pay. The AUSD will report all fees paid to 4C LAB to the IRS on Form 1099. Neither AUSD nor 4C LAB shall have any right, power, or authority to create any obligation, expressed or implied on behalf of the other. 4C LAB will have no authority to act on or enter into any contract or understanding, incur any liability, or make any representation on behalf of the AUSD without first obtaining specific written instructions from an authorized officer of the Client. Neither Party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement. This Section shall survive the termination of this Agreement.

14. Program Description. 4C LAB is a 501(c)(3) organization dedicated to offering free, multidisciplinary arts programs to elementary public schools in Azusa. Our 4-week Creative Residency program will include workshops focused on visual arts, movement, theater games, spoken word, and mental wellness, all facilitated by experienced teaching artists. Through the art-making process, students will gain valuable resources and tools to enhance their mental well-being. The program can support up to 50 students at each school site.



15. Timeframe on site. After school: 1 hour per day, once per week for 4 weeks at each elementary school site.

16. Facility Use Locations. To be determined with the individual school sites and school officials.

17. Entire Agreement. This Agreement constitutes the parties' entire agreement and supersedes all prior negotiations and discussions between the parties. There are no representations or warranties other than those set forth herein.

18. Modification and Waiver. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature or any other nature or kind.

19. Insurance Coverage. Insurance coverage shall be at least as broad as the below: **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

20. Scope of Work.

Description of Services: 4C LAB will provide a 4-week multi-disciplinary arts program for elementary school-aged children one day per week over 4 weeks at 7 elementary schools in the Azusa Unified School District consisting of workshops focused on visual arts, movement, theater games, spoken word, and mental wellness, all facilitated by experienced teaching artists. Through the art-making process, students will gain valuable resources and tools to enhance their mental well-being, leadership and communication skills, self-expression, and support academic learning. The program can support up to 50 students at each school site. The program will begin on or near the week of January 20th and conclude on or near the week of May 5th (these dates are subject to change based on school schedule, availability, capacity, etc.). The program can support up to 50 students at each school site.

Location: 7 elementary schools in the Azusa Unified School District:

- Dalton Elementary School
- Hodge Elementary School
- Lee Elementary School
- Magnolia Elementary School
- Murray Elementary School
- Paramount Elementary School
- Valleydale Elementary School

Invoice Amount: \$35,000.00

Payment: A check can be made payable to 4C LAB and mailed to the following address: 110 S. Orange Ave. Azusa, CA 91702. ACH Information can be provided by request.



Terms of Payment: 4C LAB will invoice by the end of each month services are provided. Payment should be made within 14 days of the invoice date.

DATE:

4C LAB, Executive Artistic Director

By: Marissa Herrera

A handwritten signature in cursive script that reads "Marissa Herrera".

Signature

DATE:

Azusa Unified School District (AUSD)

By: Norma Carvajal Camacho, Assistant Superintendent, Educational Services

Signature