



**SERVICES AGREEMENT**  
**BETWEEN STUDIOS FOR THE PERFORMING ARTS OPERATING COMPANY**  
**AND**  
**ELK GROVE UNIFIED SCHOOL DISTRICT**

**THIS SERVICE AGREEMENT** is made and entered into this 18th day of November, 2021 by and between Studios for the Performing Arts Operating Company (“CLARA”) and Elk Grove Unified School District (“District”). CLARA, hereinafter referred to as “Contractor,” and the District may be referred to collectively as “Parties” or in the singular as “Party,” as context requires.

**RECITALS**

- A. The District is a public school district in the County of Sacramento, State of California, with administrative offices located at 9510 Elk Grove Florin Rd, Elk Grove, CA 95624.
- B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this agreement.
- C. The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (“AB1584”), the California Education Code, the Children’s Online Privacy and Protection Act (“COPPA”), the Family Educational Rights and Privacy Act (“FERPA”), and the Student Online Personal Information Protection Act (“SOPIPA”). A rider provided by Elk Grove Unified is attached herein as Exhibit A to specifically cover the compliance aspects related to this bill.
- D. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced, and competent to perform the required services, provided such contract is approved and ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

In consideration of the mutual promises contained herein, the parties agree as follows:

**ARTICLE 1. SERVICES**

The Contractor hereby agrees to provide the District with access to the CLARA Classroom platform. This access will provide students and teachers with standards-aligned modules in dance, music, and theatre for grades TK-6, with a maximum of 34,000 student licenses (teacher licenses are not subject to limitation).

If desired, additional licenses for the current scope of service can be purchased above this limit at the rate of \$1.30 per license.

## **ARTICLE 2. TERM.**

This Agreement shall commence upon signature of this contract and end with expiration of services. Services will begin February 1, 2022 and end July 30, 2024, unless sooner terminated as set forth in Article 9 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District.

The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

## **ARTICLE 3. PAYMENT.**

District agrees to pay Contractor \$110,500 for services rendered pursuant to this Agreement. The full amount will be invoiced upon signing of contract, with payment due within 60 days of receipt. Late payments are subject to a 10% penalty charge and may result in interruption of services.

## **ARTICLE 4. PUPIL RECORDS AND PRIVACY**

Students will access CLARA Classroom using either their Google Login, or a login created from their school-associated email account and password of their choosing. This information and any other student data obtained by Contractor through use of the site continues to be the sole property of and under the control of the District. See additional privacy policy details in Exhibit A.

## **ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT**

The Contractor understands and agrees that CLARA Classroom is proprietary educational material whose intellectual property is the sole property of Studios for the Performing Arts Operating Company. Student- and teacher-produced videos uploaded to the CLARA Classroom platform remain the property of the student or teacher. District does not have the right to maintain a copyright, trademark, and/or patent in the name of the District for any materials directly related to CLARA Classroom.

## **ARTICLE 6. INDEPENDENT CONTRACTOR.**

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

#### **ARTICLE 7. MUTUAL INDEMNIFICATION.**

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### **ARTICLE 8. INSURANCE.**

Contractor carries a \$1m comprehensive general liability policy. Evidence of coverage can be provided upon request.

#### **ARTICLE 9. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

#### **ARTICLE 10. ASSIGNMENT.**

This Agreement is with the named District, for services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned to other parties without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### **ARTICLE 11. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

#### **ARTICLE 12. CONFLICT OF INTEREST.**

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

#### **ARTICLE 13. NONDISCRIMINATION.**

Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act. Discrimination against any prospective or active employees engaged in the work discussed in this contract on the base of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status is strictly prohibited.

#### **ARTICLE 14. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 15. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

**ARTICLE 16. APPLICABLE LAW/VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

Executed at Sacramento, California, on the day and year first above written.

**ELK GROVE  
UNIFIED SCHOOL DISTRICT**

**STUDIOS FOR THE PERFORMING  
ARTS OPERATING COMPANY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

