

# Youth in Arts®

**ATTN: Bob Marcucci**

**Davidson Middle School**

280 Woodland Ave. San Rafael

**Contract Number:** 2082326076

**TOTAL Contract Fee:** \$2000

This Contract is entered into on **6/22/2017** by and between Youth in Arts (hereinafter "YIA") and **Davidson Middle School** (hereinafter "the SCHOOL"). Whereas the SCHOOL agrees to participate in YIA programs, the parties agree as follows:

## 1. Scope of Program

YIA agrees to complete the deliverables listed separately on the page of this agreement entitled "Project Description."

## 2. Program Operation

At the request of YIA, The SCHOOL agrees to set up initial planning meetings and to require teachers participating in the program to attend these meetings. In the case of multisession residencies and workshops, the SCHOOL agrees to work with the assigned Mentor Artists to set class schedules, and recognizes that flexibility and compromise are often necessary by the Artist and the SCHOOL in setting a schedule. The SCHOOL understands that the collaboration and participation of teachers is vital to the success of any program. The SCHOOL will distribute teacher preparation materials provided by YIA to teachers and will ensure that teachers remain with their classes when a YIA Mentor Artist is present. The SCHOOL understands most Mentor Artists are Independent Contractors of YIA, and as such, have the right to control the manner and means of accomplishing the result contracted for herein. The SCHOOL agrees that participating teachers and the Principal or Head of School will complete program evaluation surveys at the end of the program. The School understands that YIA staff will visit the SCHOOL as necessary to observe YIA Mentor Artists at work. YIA agrees that all visiting YIA staff will check in at the school office upon arrival on campus. The SCHOOL agrees that all original materials created and/or used in connection with the services provided hereunder (the "Materials") shall be the sole and exclusive property of YIA. The term "Materials" shall include, but not be limited to: curriculum and lesson plans, documentation, and manuals. Without limiting the generality of the foregoing, the SCHOOL may make use of any of the Materials with prior written consent by YIA.

## 3. Program Completion

SCHOOL will promptly inform YIA staff of any Mentor Artist scheduling problems interfering or likely to interfere with the timely completion of work related to this agreement. SCHOOL agrees that all work related to this agreement will take place during the SCHOOL YEAR defined in this "Project Description" unless earlier terminated as permitted herein, or as by express written agreement between SCHOOL and YIA. In the absence of such express written agreement, any Mentor Artist sessions, services or other deliverables not fulfilled before the end of the SCHOOL YEAR will be forfeited by the SCHOOL and will NOT carry over to the next academic year.

## 4. Public Recognition of Program

The SCHOOL agrees to recognize "Youth in Arts" programs when applicable opportunities arise such as in newsletters, event programs and exhibits, and at Back to School Night and Open House, and to share blogs and other online postings created by YIA with families via the SCHOOL's own online channels. The SCHOOL will inform parents and teachers that students are participating in a "Youth in Arts" program. If this agreement results in a performance or exhibit, the SCHOOL agrees to acknowledge YIA in all promotional materials, signage, and announcements related to the event. In the case of the permanent installation of artwork resulting from this agreement at the SCHOOL site, specific guidelines regarding acknowledgment of YIA must be followed. The SCHOOL agrees to contact YIA if permanent installation of artwork is to take place prior to the installation.

The SCHOOL understands that YIA documents programs through photography and that the SCHOOL is responsible for the distribution and collection of any required Student Photo Release Forms for parents of students participating in a program operated by a contracted nonprofit. The SCHOOL agrees to inform YIA of any students who wish to decline YIA's use of photos or video. Rights may be exercised by YIA in all media and formats whether now known or hereafter devised. In any SCHOOL use of photographs depicting an activity under this agreement, SCHOOL shall identify YIA in some form of acknowledgment mutually agreed upon.

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## 5. Change in Scope

Only the persons signing this Contract may authorize changes to the scope of work detailed separately on the page of this agreement entitled "Project Description." Such authorization must be in writing and may result in an adjustment to the total program cost. The parties expressly recognize that SCHOOL personnel and Mentor Artists are without authorization to either order extra (and/or changed) work or waive Contract requirements.

## 6. Cancellation and Termination

The SCHOOL and YIA agree to abide by the Cancellation and Termination agreement specified separately on the page of this agreement entitled "Project Description."

## 7. Indemnification and Hold Harmless

The SCHOOL shall indemnify and hold YIA harmless for any injury, loss, damages or expenses of any nature sustained by Mentor Artists or others in the execution of any duties or obligations pertaining to the Contract. This provision shall survive termination or expiration of this Contract.

## 8. Payment

The total program fee is as stated above and detailed separately on the page of this agreement entitled "Project Description." Fee includes all Mentor Artist services (including preparation and planning), materials, presentation of student work, if applicable, and support of YIA staff. SCHOOL agrees to make payment towards this amount as specified by the Payment Terms on the separate page of this agreement entitled "Project Description."

Billing contact for SCHOOL is as follows (please provide SCHOOL Accounts Payable contact information):

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## 9. Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this Contract.

Executed in San Rafael, California, on the date and year first above written.

By: \_\_\_\_\_

**SCHOOL Signature**

Name & Title: \_\_\_\_\_

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

Secondary Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

By:  \_\_\_\_\_

**Youth in Arts**

**Printed Name: Miko Lee**

**Date: 6/22/2017**

**SIGN above, INITIAL completed Project Description and Return ALL Originals to:  
Youth in Arts 917 C Street, San Rafael, CA 94901 yia@youthinarts.org**

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## PROJECT DESCRIPTION

as of 6/22/2017

<b>Deliverable</b>	<b>Fee</b>
Identity, Equity, Inclusion with Gabriel Cortez & artist to be Thursday, August 24, 8:20am and 9:30am	\$2000
<b>Fee Subtotal</b>	<b>\$2000</b>

**TOTAL Fee:** \$2000

**Payment Terms** A deposit of 50% of the total contract fee is due upon signing (20% of the total contract fee is non-refundable once the agreement has been signed). This contract is not valid and work can not start on this project until the deposit is received by YIA. Unless terminated with ten (10) business days notice, SCHOOL shall pay the remainder of the contract fee upon project completion or, for projects longer than three months duration, in installments mutually agreed upon with YIA staff before start of work.

**Cancellation Terms** Ten (10) business days written notice may be given by either party to cancel this agreement. In such event, YIA shall be entitled to receive payment for all services provided to the date of termination, including services provided, or scheduled to be provided, during the ten day notification period. If the SCHOOL cancels this agreement at any time and for any reason, YIA will retain at least 20% of the total contract fee as a non-refundable deposit, regardless of how much work has been completed before termination.

Contract covers two performances to be held on 8/24, each with two artists, Gabriel Cortez and a female performer to be named. Contract also includes one lesson plan celebrating the differences to be found at Davidson, for teachers to replicate during their reflection periods after the spoken word performance.

\_\_\_\_\_ Initials of Authorized School Representative signing Contract, agreeing to all terms on this "Project Description"

**INITIAL above, SIGN Contract pages and Return ALL Originals to:  
Youth in Arts 917 C Street, San Rafael, CA 94901 [yia@youthinarts.org](mailto:yia@youthinarts.org)**