

**MONTALVO ARTS CENTER**  
**AGREEMENT PERTAINING TO**  
**"TEACHING ARTISTS IN THE SCHOOLS" PROGRAM**

This Agreement is made and entered into by and between the Montalvo Arts Center (hereinafter "MAC"), a non-profit public benefit corporation existing under the laws of the State of California, having its principal place of business at San Jose, California, and the Campbell Union School District (herein after the "DISTRICT") a public school organized under the laws of the State of California, and located at 155 North Third Street, Campbell, CA 95008.

MAC agrees to provide its Teaching Artists in the Schools Program ("the Program") for the DISTRICT based on the terms and conditions set forth herein.

**PROGRAM SPECIFICATIONS**

The Program shall commence upon the effective date of this Agreement and continue through approximately June 2018.

**SUPPLIES AND MATERIALS**

MAC agrees to furnish all customary materials and supplies for the Program, unless otherwise specified. If the DISTRICT requests permanent artwork for the school (such as a mural, garden sculpture, etc.), the DISTRICT shall bear any and all costs associated with the project. Separate arrangements must be made with MAC for such projects.

**SPACE**

The DISTRICT shall make the following available for the Program:

- 1) Appropriate functional space in which the Teaching Artist Resident may work effectively with the Program participants and prepare materials; and
- 2) Additional space and/or other special arrangements (such as for drying time) when necessary due to use of a particular medium.

MAC shall make reasonable efforts to keep the classroom/studio space as neat as possible during the course of and following the Program.

**FEES**

The DISTRICT shall pay the total amount of up to fifty-five thousand, five hundred dollars (\$55,500). Invoice(s) are due and payable upon receipt. The tentative budget for the Program is attached as Exhibit "A" and incorporated here by reference. Budget is subject to change based on 2017-18 school enrollment.

**SITE COORDINATOR**

The DISTRICT shall appoint a school staff member as the site coordinator ("Site Coordinator") to assist with the Program. The Site Coordinator will act as the central contact person with whom the MAC Program coordinator will communicate during the course of the Program.

A Classroom Teacher shall be present at all times in the classroom with the Residency Artist when students are present.

**PHOTOGRAPHY RELEASE**

The DISTRICT hereby warrants and represents that it has obtained blanket photography releases from the parents of each of the students participating in the Program, and that on the basis of such releases, the DISTRICT will notify MAC as to which students are authorized to photograph, videotape, or otherwise record for documentation and publicity purposes.

**INDEMNIFICATION**

MAC shall hold harmless and indemnify the DISTRICT, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney's fees, which may arise as the result of performing the work under this Agreement, caused in whole or in

part by any act or omission of MAC or anyone directly or indirectly employed by MAC, regardless of whether caused in part by a party indemnified under this Agreement.

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#### **INSURANCE**

MAC shall take out and maintain during the period of this Agreement such general liability, worker's compensation and vehicle insurance as is required to protect MAC and DISTRICT as their interests may appear.

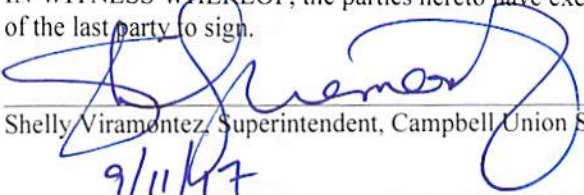
#### **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement of the parties with respect to the subject matter herein. If MAC has been required to sign any other contract, form or document for the DISTRICT, and any of the terms and conditions therein conflict with the terms of this Agreement, the terms of this Agreement shall govern.

#### **POWER TO EXECUTE AGREEMENT**

Each party signing this Agreement warrants to the other that the person signing is fully empowered to sign the Agreement and to bind the party for whom he/she has signed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which shall be effective from the date of the last party to sign.

  
\_\_\_\_\_  
Shelly Viramontez, Superintendent, Campbell Union School District

9/11/97  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlee Wagner, Director of Education, Montalvo Arts Center

\_\_\_\_\_  
Date

Campbell School District  
Artist Residency Budget

**montalvo**  
ARTS CENTER

	Description	# of Classes	Class Residency Price	TOTAL
<b>Residency Fees</b>				
District Wide Grade Level Residency				
<b>Blackford</b>	Arts Integration 10 week residency program with included supplies	4.00	\$1,500	<b>\$6,000</b>
<b>Capri</b>	Arts Integration 10 week residency program with included supplies	5.00	\$1,500	<b>\$7,500</b>
<b>Castlemont</b>	Arts Integration 10 week residency program with included supplies	5.00	\$1,500	<b>\$7,500</b>
<b>Forest Hill</b>	Arts Integration 10 week residency program with included supplies	5.00	\$1,500	<b>\$7,500</b>
<b>Lynhaven</b>	Arts Integration 10 week residency program with included supplies	4.00	\$1,500	<b>\$6,000</b>
<b>Marshall Lane</b>	Arts Integration 10 week residency program with included supplies	4.00	\$1,500	<b>\$6,000</b>
<b>Rosemary</b>	Arts Integration 10 week residency program with included supplies	4.00	\$1,500	<b>\$6,000</b>
<b>Sherman Oaks</b>	Arts Integration 10 week residency program with included supplies	4.00	\$1,500	<b>\$6,000</b>
<b>Village</b>	Arts Integration 10 week residency program with included supplies	2.00	\$1,500	<b>\$3,000</b>
<b>TOTAL</b>		<b>37.00</b>		<b>\$55,500</b>

**Campbell School District  
Artist Residency Budget**



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