

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 2020.

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 forty-seven thousand, two hundred and fifty dollars (\$47,250). 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 2019-20 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.

DISTRICT shall hold harmless and indemnify the MAC, 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 DISTRICT or anyone directly or indirectly employed by DISTRICT, regardless of whether caused in part by a party indemnified under this Agreement.

PERSONNEL

MAC is responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code, § 1500 et seq.). If required, MAC will provide verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements to the District prior to each individual's commencement of employment or participation in any program or activity and prior to permitting contact with any pupils.

STUDENT/STAFF WELFARE AND SAFETY

MAC agrees to use best practices regarding policies and practices affecting student and staff welfare and safety. MAC shall comply with school emergency plans and procedures.

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.

By requirement of Campbell Union School District's insurance program, each service provider must be insured and provide the District a certificate of general liability insurance coverage. All outside vendors providing services for the District must submit proof of insurance in the form of a Certificate of Insurance. The Certificate must show Campbell Union School District as both the "Certificate Holder" and "Additional Insured".

Coverages must include: General Liability - \$2,000,000 per occurrence and \$4,000,000 general aggregate
Automobile Liability - \$1,000,000 per occurrence, Workers Compensation – Statutory Limits

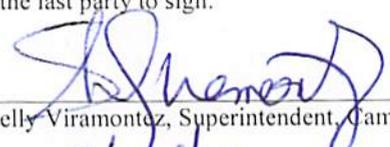
ENTIRE AGREEMENT

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

Date: 7/24/19

Charlee Wagner, Director of Education, Montalvo Arts Center

Date: _____

Exhibit A

**Campbell School District
Artist Residency Budget**

montalvo
ARTS CENTER

| Description | # of Classes | Class Residency Price | TOTAL |
|-------------|--------------|-----------------------|-------|
|-------------|--------------|-----------------------|-------|

| <u>Residency Fees</u> | | | | |
|--|---|--------------|---------|-----------------|
| <u>District Wide Grade Level Residency</u> | | | | |
| | | | | |
| <u>Blackford</u> | Arts Integration 10 week residency program with included supplies | 4.00 | \$1,350 | \$5,400 |
| <u>Canri</u> | Arts Integration 10 week residency program with included supplies | 4.00 | \$1,350 | \$5,400 |
| <u>Castlemont</u> | Arts Integration 10 week residency program with included supplies | 5.00 | \$1,350 | \$6,750 |
| <u>Forest Hill</u> | Arts Integration 10 week residency program with included supplies | 5.00 | \$1,350 | \$6,750 |
| <u>Lynhaven</u> | Arts Integration 10 week residency program with included supplies | 4.00 | \$1,350 | \$5,400 |
| <u>Marshall Lane</u> | Arts Integration 10 week residency program with included supplies | 4.00 | \$1,350 | \$5,400 |
| <u>Rosemary</u> | Arts Integration 10 week residency program with included supplies | 3.00 | \$1,350 | \$4,050 |
| <u>Sherman Oaks</u> | Arts Integration 10 week residency program with included supplies | 4.00 | \$1,350 | \$5,400 |
| <u>Village</u> | Arts Integration 10 week residency program with included supplies | 2.00 | \$1,350 | \$2,700 |
| TOTAL | | 35.00 | | \$47,250 |