

**CONTRACT NAME: AGREEMENT BETWEEN YOLO
COUNTY ARTS COUNCIL AND DAVIS JOINT UNIFIED
SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Yolo County Arts Council and Davis Joint Unified School District to provide independent artists for a variety of art projects at Pioneer Elementary School.

The cost of this service is \$14,269 with 50% of the costs being paid by YoloArts Grants and the remaining 50% being paid by the Pioneer Elementary PTA. The total cost to Pioneer Elementary School will be \$7,134.

Yolo County Arts Council dba YoloArts – ArtMix, Seeding Art for Change

Sponsor Organization: **YoloArts**

Co-Sponsor Organization: **Pioneer Elementary School**

Dates: **February – June 2017**

The artists are independent contractor, not an employee of Yolo County Arts Council dba YoloArts, or Pioneer Elementary. As an independent contractor, the artists are paid for services rendered by invoicing YoloArts in accordance with this Letter of Agreement. The artists are in control of the means and manner of carrying out this contract within policies and procedures set forth by the Pioneer Elementary and YoloArts. As an independent contractor, the artists are responsible for all income tax liabilities and income reporting to the State of California and the Internal Revenue Service. YoloArts and Pioneer Elementary will pay no unemployment insurance on behalf of the artists.

Project Description

Students in K-6th grade will experience a quality, standards based arts program in FY 2016-17 (February 14 – June 5, 2017). The ArtMix program brings professional teaching artists into public school classrooms for 6-12 weeks. Providing quality, standards-based arts education, teaching artists guide students in process driven exploration, and skill development in the visual and performing arts.

The Seeding Art for Change program will bring YoloArts' Art and Ag Project into the classroom. Fourth grade students will have the opportunity to experience the Yolo County agricultural landscape through the arts. Each residency will include a farm visit and five weeks of art instruction. The art instruction will be provided by professional teaching artists in the medium of their individual expertise. The goal of Seeding Art for Change is to connect students to their local agricultural heritage, teaching them the importance of land preservation and healthy eating in the context of creative experiences.

The sponsor organization, YoloArts, will serve as project coordinator by acting as a liaison between the artists, the school site, and assist with promotion and publicity; to ensure the payment of the artists; to manage the grant re-application process; and to assist the artist and the school in documentation and evaluation of the program.

The co-sponsor, Davis Joint Unified School District through staff at Pioneer Elementary will assist the artists in implementation of the program by scheduling classroom times with students; ensuring appropriate staff remain in the classroom for the duration of each scheduled class; provide work space for the artist and the classes; aid in the coordination of meetings between all three parties involved; and assist with documentation and evaluation of the program and field trips.

The artist agrees to offer their services as an artist in residence, to Pioneer Elementary within the period of February – June, 2017 with funds for artist stipends, supplies and administration.

The artists agree to work with all K-6th grade students in accordance with the schedule arranged by mutual agreement with the school, the teachers, and the project coordinator. The artists and program coordinator agree to be available for consultation and observation by faculty members and to be available for faculty meetings as needed.

Indemnification:

Insofar as permitted by law, the YoloArts and the Davis Joint Unified School District shall protect, indemnify, and hold harmless each other as to this Agreement, their respective officers, officials, employees, volunteers, and agents from and against any and all liability, loss, expense, including attorneys fee, or claims for injury or damages arising out of the performance of this Agreement and resulting from the negligent or intentional acts or omissions of the Davis Joint Unified School District or YoloArts, its officers, officials, employees, volunteers, or agents.

Insurance:

During the term of this agreement, the partners shall provide each other a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$1,000,000 aggregate and \$1,000,000 per occurrence. The partners shall also provide each other with a written endorsement naming the other party as an additional insured. Any and all insurance coverage may be provided by a Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

Documentation and Evaluation

All parties involved will work together in formulating a plan for the documentation and evaluation of the program for purposes of extending the grant, promoting, and publicizing the program.

Materials Procurement

All necessary materials, equipment and supplies will be supplied by YoloArts. If deemed appropriate supplies procured by the artist should be pre-approved by YoloArts and an expense form submitted to for reimbursement. Supply funds will be paid upon invoice from the artist in a timely manner from YoloArts.

Payment

The artist is responsible to invoice YoloArts by the last business day of each month through the completion of this contract. Upon invoicing the artist will receive their monthly stipend for services, from the Yolo County Arts Council as outlined in Exhibit(s) attached to this letter of agreement.

Ownership Rights

The artists retains ownership of all project elements including photographs, video and sound recordings. These project elements may be loaned, reproduced, or distributed by the sponsoring organizations for purposes of documentation, publicity, promotion, and fundraising. The artists' retains ownership of the copyright to any works that may be generated because of this project.

Earned Income

The artists will consult with the sponsoring organizations on issues of earned income as they relate to sales or fundraising efforts that come about as elements of this project.

Compliance:

Both YoloArts and schools must comply with:

The Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Drug Free Workplace act of 1988; California Government Code Sections 11135-11139.5 (barring discrimination based on race, color national

origin, sex age and disability); the Americans With Disabilities Act of 1990 ("ADA"); the Fair Employment and House Act; and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

Fair labor standards Act as defined by the Secretary of Labor in part 505 of title 29 of the Code of Federal Regulations, and pay professional performers artists and other personnel at a compensation level for person similarly employed elsewhere.

YOLOARTS Bylaws Article XVI: Non- Discrimination

The Corporation shall not discriminate on any basis including but not limited to race, ancestry, color, gender, sexual orientation, religion, age, national origin, marital status, political affiliation or physical handicap. The corporation shall obey all non-discrimination guidelines as set down by applicable government agencies.

Entire Agreement:

This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

Alison Flory, Executive Director, YoloArts

Date

Matt Duffy, Principal

Date

DJUSD Representative

DJUSD Print

Date

Exhibit A

The following is a breakdown of the fees for Art Mix.

Four Week Workshop in Ceramics:

Artist Stipend

3 classrooms x 4 weekly lessons = 12 one-hour lessons

18 hours of prep time + 12 hours teaching time = 30 paid hours

30 hours x \$60 per hour = \$1,800.00

Six Weeks of 2-Dimensional Art (Drawing, Painting, Printmaking, etc.)

Artist Stipend

14 classrooms x 6 weekly lessons = 84 one-hour lessons

63 hours of prep time + 84 hours teaching time = 147 paid hours

147 hours x \$45 per hour = \$6,615.00

Art Supplies and Kiln Firing

(Various art papers, drawing pencils, erasers, pastels, various paints, brushes, printmaking supplies, clay, under-glazes, etc.)

= \$1,000.00

Mural/Public Art

(Design, Fabrication, Supplies, Installation)

= \$2,000.00

Administration

Assessment, management, documentation,

= \$2,853.75

Total value of ArtMix Program = \$14,268.75

YoloArts Grants = \$7,134.38

Pioneer Elementary School matching funds = \$7,134.37

Exhibit B

The following is a breakdown of fees for Seeding Art for Change.

Four Weeks Ceramics:

Artist Teaching Stipend

4 Classes X 5 weekly lessons (1 hr each) = 20 total lessons

30 hours of prep time + 20 hours teaching + 6 hours (field trip) = 56 paid hours

56 hours x \$40 per hour = \$ 2,240.00

Art Supplies

(Clay, under-glazes, etc.) = \$600.00

Cache Creek Conservancy Fee = \$1,800.00

Field Trip Transportation = \$1,600.00

Administration

Assessment, management, documentation, = \$1,560.00

Total value of Seeding Art for Change Program = \$7,800

Funding from Eunice Davidson Foundation and YoloArts = \$7,800

Pioneer Elementary School matching funds = \$0.00