

June 16, 2016

Joan Ashcraft
Director, TUSD Fine and Performing Arts
Opening Minds through the Arts (OMA)
2025 E. Winsett
Tucson, Arizona 85719

Dear Joan,

Welcome to the Metropolitan Opera's *HD Live in Schools* program. We are pleased to have the Tucson Unified School District join the program. The purpose of this letter agreement is to set forth the terms and conditions that we agree are applicable to your participation in the *HD Live in Schools* program (the "Program").

1. **Services and Materials Provided by the Metropolitan Opera.** To school districts participating in the Program, the Met provides:

- Tickets for students, teachers, and chaperones to attend opera productions at the movie theater selected by the school district and approved by the Met, typically up to 50 tickets to four different operas, for a total of up to 200 tickets annually, or another number at the discretion of the Met.
- Educator Guides with cross-curricular activities and other materials to help teachers integrate opera performances into their classroom teaching.
- Classroom posters, bookmarks, stickers, and other materials.
- Opera arrangements for the classroom, drawn from operas in the current *HD Live in Schools* season.
- A trip for one teacher or administrator to attend a 3-day national conference in New York City, with hotel, travel, and registration paid by the Metropolitan Opera.
- Access to online teaching material, videos, photos, and audio clips.
- Opportunity to network with educators from across the country at the 3-day national conference.

The Met may terminate and/or modify the Program and its terms and conditions at any time and in its sole discretion. In addition, the Met may expel any participant in the Program for any reason and without any further obligation on the part of the Met. You, and any of your designees participating in the national conference, are participating in the Program entirely at your (and/or their) own risk and the Met has no responsibility of any kind for any damages, cost or claims of any kind resulting from, arising out of or in connection with your participation in the Program. The Met makes no representations of any kind regarding the condition, rules, actions or omissions of any venue to which the tickets provided in connection with the Program grant access.

2. **Commitment by the School District.** School districts participating in the Program are responsible for the following:

- Recruiting students, chaperones and teachers to attend the four Saturday performances selected by your district.
- A good faith effort to use every ticket provided. The tickets are intended for use primarily by students and their chaperones.
- Regular reporting of ticket usage and other statistics requested by the Metropolitan Opera.
- Transportation to and from opera broadcasts at the movie theater for all participating students, teachers, and chaperones.
- Recruitment of one teacher or administrator to attend the national conference at the Metropolitan Opera, and providing substitute teachers during the conference.
- Providing teacher professional development workshops in your local area, in which activities and techniques learned at the national conference are communicated to all other teachers involved in the program.
- Integrating opera into classroom teaching and fully preparing students for their attendance at the opera.
- Incentive for teachers to participate in the program (e.g., in-service credit, continuing certification credit, per-session pay, substitutes, etc.).

3. **Name and Likeness.** The names, trademarks and logos of the Met include without limitation "Met," "Metropolitan Opera," "Metropolitan," "Met Opera," and "At The Met...". You hereby acknowledge that the Met's names, trademarks, logos and likeness are valuable property rights of the Met and that any use by you of such names, trademarks or logos except as specifically authorized in writing by the Met may cause the Met irreparable damage. Any use by you of the Met's name, trademarks, logos, likeness or other identifying information, in any format or medium, shall be subject to prior written approval of the Met, who shall have the sole and absolute right to determine whether or not to grant such approval. You may not sell, reuse, reproduce, or make any use of Program material without the Met's prior written consent. The Met retains all rights, title and interest in and to all Program material, and no portion of such rights, title or interest are transferred as a result of this agreement.

4. **Notices.** All notices, approvals or consents which are required hereunder or which either party may otherwise wish to serve on the other shall be in writing and served by personal delivery or by certified mail to the respective parties at their addresses set forth in this agreement. If served on the Met, copies of such documents shall be served simultaneously on (a) General Counsel, The Metropolitan Opera, New York, NY 10023. Receipt shall be deemed to have occurred on the date shown by written receipt if by personal delivery or by certified mail.

5. **Miscellaneous.** This agreement shall be construed and governed in accordance with the laws of the State of New York applicable to agreements executed and wholly performed within such State. The parties consent to the exclusive jurisdiction of the state and federal courts in New York, New York with respect to any action or proceeding arising out of or relating to this agreement. In resolving any dispute or construing any provision hereunder, there shall be no presumptions made or inferences drawn because the attorneys for one of the parties prepared any of the drafts of this agreement. This agreement constitutes the entire agreement and supersedes all prior oral and written agreements, understandings or representations between the parties hereto with respect to the subject matter hereof. This agreement may not be changed or modified, nor may any provision hereof be waived, except in a writing signed by both parties. Whenever possible, each

provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement is held to be prohibited by or invalid or unenforceable in any respect under applicable law, such provision shall be ineffective only to the extent of such prohibition, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this agreement and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

THE METROPOLITAN OPERA

By: 

Marsha Drummond, Director of Education, Metropolitan Opera

Date signed: 6.14.2016

Date signed: _____

(print Name)
Tucson Unified School District