

**AGREEMENT FOR SERVICE BETWEEN THE  
SAN MATEO FOSTER CITY SCHOOL DISTRICT AND MUSIC FOR MINORS  
For the implementation of the Music for Minors Professional Educator Program**

This agreement is made as of August 1, 2018 by and between the **San Mateo Foster City School District** (DISTRICT) and Music for Minors (MFM).

Whereas, the DISTRICT desires to obtain services for the administration of ***MFM Professional Educator Program***.

Whereas, MFM is a non-profit 501(c) 3 organization, and serves as a music education organization in Santa Clara and San Mateo counties; and

Whereas, MFM desires to provide administrative support to the DISTRICT for a program to select, place, and coordinate music teachers in the schools specified in Exhibit A.

Now, therefore, the parties agree as follows:

**1. SERVICES**

MFM agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this agreement.

**2. USE OF SUBCONTRACTORS**

MFM will retain all teachers for the ***MFM Professional Educator Program***. It is understood that this Agreement by and between the DISTRICT and MFM is not intended to and shall not be construed to create the relationship of agent, servant, employee, joint venture or associations, or any other relationship whatsoever with the teachers and there is no relationship other than that of Independent Contractor between the DISTRICT and MFM.

It is understood that the teachers are independent contractors or volunteers with MFM. The DISTRICT agrees not to solicit for employment of said teachers for a comparable general music program to ***MFM Professional Educator Program*** without the prior written consent of MFM. MFM will be responsible for payment to teachers.

- MFM will supervise teachers' work.
- MFM will design and implement evaluation procedures, including student assessments for the program.
- MFM will design, administer, and make data available for annual classroom teacher satisfaction surveys.
- MFM will meet with principals and district personnel as required.
- MFM will provide a Program Management Team for implementation and oversight.
- MFM will maintain an instrument and teaching materials inventory.
- MFM developed Lesson Plans: Comprehensive and sequential California Standard's Based music education curriculum. (Lesson Plans will be periodically evaluated and modified based on DISTRICT needs).

**3. PROPRIETARY INFORMATION**

MFM owns all right, title and interest, including all related Intellectual Property Rights, in and to the teaching curriculum, technology, content, percussion instruments, recorders, and the Services provided by MFM. The MFM logo and the product names associated with the services are trademarks of MFM and no right or license is granted to use them by this Agreement.

#### **4. INSURANCE**

MFM carries liability insurance to cover public liability for services provided under this contract. The DISTRICT is responsible to provide a safe environment for classes and is considered liable as such.

#### **5. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, MFM shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, or national origin.

#### **6. INDEMNIFICATION**

MFM agrees to indemnify, defend, and hold harmless the DISTRICT, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of this agreement. The DISTRICT agrees to indemnify, defend, and hold harmless MFM, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising due to the performance of this Agreement.

#### **7. DISPUTE RESOLUTION**

Should any dispute arise out of this Agreement, the Parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid mutually. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

#### **8. FINGER PRINTING AND BACKGROUND CHECKS**

As required by the California State Education Code, MFM contractors and volunteers will be required to undergo the MFM finger printing and background check process. MFM will provide DISTRICT written verification that all contractors have passed the State and DOJ background checks.

#### **9. CLASS CANCELLATION POLICY**

Cancellation by MFM Teacher:

Make-up Session will be promptly rescheduled to ensure total number of sessions are fulfilled per contract. Chronic abuse of attendance or punctuality standards may result in disciplinary action including and up to replacement or MFM Teacher.

Cancellation by School Personnel:

- **MORE than 7 calendar day notice:** Make-up Session to be rescheduled to ensure total number of sessions are fulfilled per contract.
- **LESS than 7 calendar day notice:** MFM Teacher is not required to make-up that paid session. In the event a make-up session is requested, MFM teachers will place their best efforts to reschedule and school district shall be subject to additional invoice.

#### **10. SCOPE OF SERVICES**

MFM agrees to provide the DISTRICT MFM Professional Educator program as defined in Exhibit A.

#### **11. COMPENSATION**

The DISTRICT agrees to the payment terms stated in Exhibit A.

MFM agrees to perform all the services of this agreement for a sum listed in Exhibit A for the MFM Professional Educator and Volunteer Educator Program which will include all independent contractor costs, orientation, materials (including instruments, music books, CDs, printed music education material, etc.), administrative overhead, and liability insurance.

In the event that the cumulative actual number of classes fall below or exceed the estimated total number of classes at contract signature date, the compensation shall be adjusted at the rate per class outlined in Exhibit A.

Program fees will be renegotiated at the end of each academic cycle based on the level of private funding MFM secures for the implementation of MFM programs in DISTRICT.

In witness thereof, the parties hereto have executed this Agreement by their duly authorized officers:

**San Mateo Foster City School District**

By Signature of Officer and Title



Date 8/21/18

Carolyn Chow, Chief Business Official  
San Mateo Foster City School District  
1170 Chess Drive  
Foster City, CA 94404

**Music for Minors**

By Signature of Officer and Title



Date August 3, 2018

Sonja Wohlgemuth  
Music for Minors, Executive Director  
1100 Industrial Road, Suite 10  
San Carlos, CA 94070

## Exhibit A

<b>INVOICES:</b> 2018-01-SMFC, 2018-02-SMFC, 2018-03-SMFC		<b>PO:</b>													
<b>BILL TO:</b> San Mateo-Foster City School District Accounts Payable  1170 Chess Drive Foster City, CA 94404	<b>PAYABLE TO:</b> Music for Minors, Inc. Attn.: Jenn McBean, Operations  1100 Industrial Road, Suite 10 San Carlos, CA 94070  Office: 650-237-9130 Email: admin@mfm.org														
<b>DESCRIPTION</b>															
<p>Delivery of the <b>Music for Minors Programs</b> for the 2018-19 school year at the following San Mateo / Foster City schools: Audubon, Beresford, Bayside, Baywood, Brewer Island, College Park, Fiesta Gardens, Foster City, George Hall, Highlands, LEAD, Laurel, North Shoreview, Parkside, San Mateo Park and Sunnybrae as outlined in the <i>Agreement for Services between the San Mateo Foster City School District and Music for Minors</i>.</p> <p>24 sessions of weekly 30-minute music instruction classes are taught between September 24, 2018 and June 1, 2019.</p> <p>The annual recorder fee for grades 3 and 4 of \$50 per class will be waved.</p> <p>Please consult the table below for program fees and payment details.</p>															
<b>Type</b>	<b># of Classes</b>	<b># of Sessions</b>	<b># of Minutes</b>	<b>Standard Fee/Class</b>	<b>Subsidy %</b>	<b>Subsidized Fee/Class</b>	<b>Standard Total</b>	<b>Subsidy Total</b>	<b>Adjusted Total</b>						
Class Fee	275	24	30	\$1,800.00	24.00%	\$ 1,368.00	\$495,000.00	\$118,800.00	\$ 376,200.00						
Class Fee, Volunteer	4	24	30	\$1,080.00	49.07%	\$ 550.00	\$4,320.00	\$2,120.00	\$ 2,200.00						
<b>Sub-Total</b>	<b>279</b>						<b>\$499,320.00</b>	<b>\$120,920.00</b>	<b>\$ 378,400.00</b>						
Recorder Fee	88			\$50.00	100%	\$ -	\$4,400.00	\$4,400.00	\$ -						
<b>Contract Total</b>							<b>\$503,720.00</b>	<b>\$125,320.00</b>	<b>\$378,400.00</b>						
<b>PAYMENT TERMS</b>															
<p>Program fees are payable in 3 payments.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Payment #1: at Contract Execution</td> <td style="text-align: right;"><b>\$126,133.33</b></td> </tr> <tr> <td>Payment #2: December 15</td> <td style="text-align: right;"><b>\$126,133.33</b></td> </tr> <tr> <td>Payment #3: March 15</td> <td style="text-align: right;"><b>\$126,133.33</b></td> </tr> </table> <p><i>Note: At present time the estimated number of classes is <b>279</b></i></p> <p><i>Any adjustments to reflect the <b>actual</b> number of classes will be reflected in the last invoice.</i></p> <p>MFM will issue invoices and payments are due <b>within 30 days of receipt.</b></p>										Payment #1: at Contract Execution	<b>\$126,133.33</b>	Payment #2: December 15	<b>\$126,133.33</b>	Payment #3: March 15	<b>\$126,133.33</b>
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