

**AGREEMENT FOR SERVICE BETWEEN
SAN MATEO-FOSTER CITY SCHOOL DISTRICT AND MUSIC FOR MINORS, INC.**

This AGREEMENT is made as of July 29, 2020 by and between the San Mateo-Foster City School District with an address of 1170 Chess Drive; Foster City, CA 94404 (SCHOOL) and Music for Minors, Inc. (MFM), a non-profit 501(c)3 organization with an address of 1100 Industrial Road, Suite 10; San Carlos, CA 94070.

Whereas, MFM serves as a non-profit music education organization in Northern California; and

Whereas, MFM desires to provide its music education program services to the SCHOOL; and

Whereas, the SCHOOL desires to retain services for the administration of the MFM professional music education services provided by MFM Educators.

Now, therefore, the parties agree as follows:

1. SERVICES

MFM agrees to provide professional music education services to the SCHOOL in accordance with the terms and conditions of this AGREEMENT, inclusive of Exhibit A and Exhibit B (“SERVICES”).

It is understood that this AGREEMENT by and between the SCHOOL 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 MFM Educators and there is no relationship other than that of Independent Contractor between the SCHOOL and MFM.

MFM will retain MFM Educators for delivery of SERVICES for the SCHOOL. Unless otherwise specified herein, the MFM Educators are employees of MFM. The SCHOOL agrees not to solicit for employment MFM Educators for a SCHOOL general music program or to encourage MFM Educators to otherwise leave the employment of MFM without the prior written consent of MFM.

In providing the SERVICES, MFM shall:

- Administer and oversee the SERVICES
- Manage and supervise MFM Educators
- Compensate MFM Educators and administer MFM Educator benefit programs
- Provide professional development for MFM Educators
- Design and implement evaluation procedures, including student assessments for the program
- Design, administer, and make data available for annual Classroom Teacher satisfaction surveys
- Meet with principals and SCHOOL personnel, as required to effectively manage the SERVICES
- Maintain an instrument and teaching materials inventory
- Maintain its comprehensive and sequential standards-based music education curriculum, and periodically evaluate and modify lesson plans

Both SCHOOL and MFM will use their best efforts to maintain a healthy partnership and adhere to the stakeholder roles and communication standards described in Exhibit B.

2. FINGER PRINTING AND BACKGROUND CHECKS

In accordance with California State Education Code, MFM requires MFM Educators to complete California Department of Justice and FBI criminal background checks. Upon request from SCHOOL,

MFM will provide SCHOOL written verification that all current MFM Educators have completed and cleared this process.

3. COMPENSATION

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

MFM agrees to perform the SERVICES for the payments detailed in Exhibit A. This includes all MFM Educator costs, orientation, materials (including instruments, music resources, online curriculum, digital resources, etc.), administrative overhead, and liability insurance.

In the event that the cumulative actual number of classes participating in the program delivered falls below or exceeds the estimated totals in Exhibit A at contract signature date, the program fee schedule and invoicing shall be adjusted at the rate per class described in Exhibit A.

4. PROGRAM DELIVERY

The SCHOOL agrees to the program delivery terms stated in Exhibit B.

5. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this AGREEMENT, MFM shall not discriminate against any employee or applicant for employment based on status in any protected class under California law.

6. PROPRIETARY INFORMATION

MFM owns all right, title and interest, including all related intellectual property rights, in and to the teaching curriculum, technology, content, videos, instruments, 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.

7. INSURANCE

MFM carries liability insurance to cover general liability for SERVICES provided under this AGREEMENT. The SCHOOL is responsible to provide a safe environment for MFM to provide SERVICES.

8. INDEMNIFICATION

MFM agrees to indemnify, defend, and hold harmless the SCHOOL, its employees, and agents from any and all claims, damages, and liability in any way occasioned by or arising from the performance of services under this AGREEMENT. The SCHOOL 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 from any act or conduct of the SCHOOL or SCHOOL personnel.

9. DISPUTE RESOLUTION

Should any dispute arise out of this AGREEMENT, the highest-level representatives each of SCHOOL and MFM shall meet and exert reasonable, good faith efforts to resolve the dispute. Should such meeting not resolve the dispute, the SCHOOL and MFM shall submit to the American Arbitration Association (AAA) the dispute for mediation, selecting a mutually acceptable mediator and using the mediation procedures of the AAA. The costs of mediation, if any, shall be shared equally by SCHOOL and MFM. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the settlement. If a mediated settlement is not reached, the dispute shall be submitted to AAA for binding arbitration.

10. TERMINATION. Either party may terminate this Agreement upon 30 days written notice to the other party. In the event that SCHOOL terminates this Agreement, SCHOOL shall pay MFM as follows:

- 25% of full contract amount for termination notification prior to program start date
- 50% of full contract amount for termination notification between program start date and completion of half the contracted number of sessions

- 100% of full contract amount for termination notification after completion of half the contracted number of sessions

In the event of termination by MFM, MFM shall refund to SCHOOL the program fees for SERVICES not rendered.

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 _____
Joan Rosas, Ed.D.
Superintendent
San Mateo-Foster City School District
1170 Chess Drive
Foster City, CA 94404

_____ Date _____
Patrick Gaffney
Chief Business Official
San Mateo-Foster City School District
1170 Chess Drive
Foster City, CA 94404

Music for Minors, Inc.

By Signature of Officer and Title

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

**EXHIBIT A
PROGRAM SCOPE, FEES, AND PAYMENT TERMS BETWEEN SAN MATEO-FOSTER CITY SCHOOL DISTRICT
AND MUSIC FOR MINORS, INC.**

SCOPE

Delivery of the MFM SERVICES for the 2020-2021 school year at SCHOOL with the number of classes, sessions and session duration(s) described in this EXHIBIT A.

Individual school sites served by this contract include: Audubon, Bayside STEM, Baywood, Beach Park, Beresford, Brewer Island, College Park, Fiesta Gardens, Foster City, George Hall, Highlands, Laurel, LEAD, North Shoreview, Parkside, San Mateo Park, and Sunnybrae.

FEES

Item	Grade Level(s)	# of Classes	# of Sessions (approx. weekly)	Session Duration (in minutes)	Standard Fee per Class	Subsidy %	Subsidized Fee per Class	Total Standard Fees	Total Subsidized Fees
Class Fee	TK-4 th	273	27	30	\$1,890.00	20%	\$1,512.00	\$515,970.00	\$412,776.00
Sub-Total									\$412,776.00
3 rd -4 th Recorder Rental Fee		102			\$50.00			\$5,100.00	
Contract Total									\$417,876.00

PAYMENT TERMS

Program fees are payable in two equal payments:

Payment #1: due upon contract execution

Payment #2: due December 15, 2020

BILL TO:

San Mateo-Foster City School District
Attn: Accounts Payable
1170 Chess Drive
Foster City, CA 94404
(650) 312-7700
gerlick@smfc.k12.ca.us

PAYABLE TO:

Music for Minors, Inc.
Attn: Jenn McBean, Director of Operations
1100 Industrial Road, Suite 10
San Carlos, CA 94070
(650) 237-9130
admin@mfm.org

EXHIBIT B
PROGRAM DELIVERY TERMS BETWEEN SAN MATEO-FOSTER CITY SCHOOL DISTRICT
AND MUSIC FOR MINORS, INC.

1. PROGRAM START DATES

Anticipated program start date for the 2020-2021 school year is: **October 19, 2020.**

Start dates may adjust to accommodate state and county directives regarding COVID-19.

2. SCHEDULING DEADLINES

Scheduling instructions shall be communicated from MFM to the principal of each school or other designated scheduler. Scheduling requests shall be submitted from the scheduler via a google drive shared schedule or to schedule@mfm.org by the dates indicated below; failure to do so may result in a late program start or risk the school not receiving all sessions.

Program scheduling deadlines for the 2020-2021 school year are as follows:

August 19, 2020 for submission of Final Schedule to include class time, travel time, break time, grade, teacher name, teacher email, and room number. If all Classroom Teachers are not hired at this time, the final schedule submitted may state "TBA" for teacher name and teacher email. Schedules are not considered final until they meet scheduling guidelines provided to scheduler. Final schedules or significant revisions submitted after this date may result in a late program start and are at risk of not receiving all sessions.

Failure on the part of the scheduler to meet above due dates negatively impacts MFM's ability to hire, train, and assign MFM Educators and meet agreed upon program start dates. In these cases, Exhibit A (Program Scope, Fees, and Payment Terms) remains in effect regardless of late starts or an inability of MFM to provide all sessions.

All Educators are employees of MFM. All schedules must follow Federal and State employment laws and shall adhere to the following:

- 10-minute mandatory break for every four hours worked, near the second hour
- 30-minute mandatory lunch break for every five hours worked
- 5 minutes travel between classrooms, unless additional time is reasonably required

Excessive time on a schedule not spent teaching, traveling, or on a mandatory break may result in additional fees to compensate for hourly wages paid to the MFM Educator.

Scheduling deadlines may adjust to accommodate state and county directives regarding COVID-19.

3. SESSION CANCELLATION POLICY

- **MFM Cancellation:** Make-up sessions will be scheduled with the Classroom Teacher for any MFM cancellations or unplanned absences.
- **SCHOOL or Classroom Teacher Cancellation:** Make-up sessions will be provided only if the MFM Educator is notified with **one week's notice or more** prior to their scheduled class time. Any notice given with **less than one week's notice** will not be made up.

4. WIFI ACCESS

The SCHOOL is responsible to provide WiFi access for Educators while on school campuses for in-person delivery to access the www.mfm.org online curriculum website in order to provide SERVICES.

5. INTERRUPTION OF SERVICES

In the event that there is an interruption of services for any reason beyond the control of MFM (e.g. school closure, fire, power outage, immediate action response, etc.) which prevents in-person or planned distance learning delivery of SERVICES, MFM will continue to compensate its Educators as if they had

taught the cancelled lessons and MFM will make reasonable efforts to reschedule the services to those classes impacted by the cancellations according to the regular weekly music instruction schedule or provide an alternative format in support of distance learning. MFM will neither guarantee that it will reschedule the classes nor reimburse or credit SCHOOL for the classes that are not rescheduled. Prerecorded digital video lessons will be provided to fulfill remaining contract obligations when in-person or planned distance learning delivery methods are interrupted for extended time.

6. 2020-2021 DISTANCE LEARNING MODIFICATIONS

For the 2020-2021 school year, MFM will deliver music classes synchronously and remotely via an online video meeting platform to students until in-person instruction can resume. Zoom is the preferred platform for MFM delivery. Students are not required to be on school campuses during music class sessions, and Classroom Teachers are not required to attend. Classroom Teachers are responsible for distributing the video meeting link to their students and instructing them to attend. Curriculum is modified for distance learning format and safety protocols. Should traditional in-person school instruction resume, a period of up to three weeks may be needed to reschedule educators for any in-person delivery.

7. ROLES AND RESPONSIBILITIES

Traditional In-Person Delivery Roles and Responsibilities

School Principal

- Provide schedules by dates listed above, or delegate responsibility to another school representative
- Notify MFM Deputy Director of Programs of any issues or concerns in a timely fashion and support prompt resolution
- Ensure music sessions are scheduled for no more than the typical district class enrollment size or seek prior written agreement with MFM Deputy Director of Programs
- Notify programs@mfm.org of any disruptions to regular schedule (e.g. testing, field trips, etc)
- Ensure Classroom Teachers remain in the classroom during music sessions; many MFM Educators are not credentialed teachers
- Encourage Classroom Teachers to support classroom management during music lessons and to complete MFM program surveys twice a year

Classroom Teacher

- Remain in the classroom during music sessions, attentive and actively participating
- Provide classroom management support
- Offer guidance regarding your specific classroom culture and classroom management style
- Create a suitable classroom space for music instruction
- Provide all students with name tags visible during the music lesson
- Communicate with MFM Educator to reschedule missed lessons
- Communicate with MFM regarding program concerns
- Complete MFM program surveys twice a year
- Understand lesson cancellation policy

MFM Educator

- Demonstrate respect and sensitivity to the Classroom Teacher and students
- Display a passion for music education
- Teach the comprehensive and sequential standards-based MFM curriculum
- Arrive on time and prepared for each music lesson
- Partner with the Classroom Teacher who will provide guidance on effective classroom instruction in their specific classroom environment
- Proactively work with the Classroom Teacher to address any planned absences and make-up lessons
- Immediately call the school office and email both the Classroom Teacher and MFM to inform them of any unplanned absences
- Advise the Classroom Teacher of anticipated program completion date

MFM Management

- Oversee MFM Educator delivery of curriculum, including training, observations, and professional development.
- Communicate with School Principal any significant changes in scheduling or MFM Educator assignments, significant program delivery or satisfaction issues, and/or any other issue affecting fees significantly.
- Meet with School Principal or MFM Educator as needed to resolve issues and promote a successful music program for all students.
- Administer MFM program surveys

2020-2021 Modified Distance Learning Delivery Roles and Responsibilities

School Principal

- Finalize schedules by August 19, 2020.
- Notify MFM Deputy Director of Programs kristin@mfm.org of any issues or concerns in a timely fashion and support prompt resolution
- Ensure music sessions are scheduled for no more than the typical district class enrollment size
- Notify programs@mfm.org of any disruptions to regular schedule (testing, etc.)
- Encourage Classroom Teachers to support MFM Educator with classroom management questions and to complete MFM program surveys twice a year

Classroom Teacher

- May be excused from music class sessions for 2020-2021 due to online format
- Distribute class meeting link and instruct students to attend
- Act as a resource for MFM Educator for classroom management suggestions and other questions if needed
- Offer guidance regarding your specific classroom culture and classroom management style
- Communicate with MFM Educator to reschedule missed lessons
- Communicate with MFM regarding any program concerns
- Complete MFM program surveys twice a year
- Understand lesson cancellation policy

MFM Educator

- Teach the 2020-2021 modified comprehensive and sequential standards-based MFM curriculum
- Demonstrate respect and sensitivity to the Classroom Teacher and students
- Display a passion for music education
- Begin Zoom, or similar, music class sessions on time and prepare for each session
- Proactively work with the Classroom Teacher to address any planned absences and make-up lessons
- Immediately call the school office and email both the Classroom Teacher and MFM to inform them of any unplanned absences
- Advise the Classroom Teacher of anticipated program completion date

MFM Management

- Oversee MFM Educator delivery of modified curriculum, including training, observations, and professional development
- Communicate with School Principal any significant changes in scheduling or MFM Educator assignments, significant program delivery or satisfaction issues, and/or any other issue affecting fees significantly
- Communicate with School Principal or MFM Educator as needed to resolve issues and promote a successful music program for all students
- Maintain online schedule with Zoom, or similar, meeting links that is available to Principals and Classroom Teachers
- Administer MFM program surveys