

**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 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
- Provide comprehensive and sequential instrumental and vocal 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, administrative overhead, and liability insurance.

### **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 sessions and session duration(s) described in this EXHIBIT A.

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

**FEES**

<b>Grade Level(s)</b>	<b># of Sessions (approx. weekly)</b>	<b>Session Duration (in minutes)</b>	<b>Streaming Delivery Total Cost</b>
5 <sup>th</sup> Instrumental: Flute, Clarinet, Trumpet, Violin, and Voice Classes	30	40	<b>\$259,216.00</b>

Fees include: direct management of MFM Educators, employee costs, MFM fees, oversight of instrument assignments and maintenance, and program supplies (student consumables, printing, cleaning, etc.).

Fees do not include: instrument repair costs or acquisition of music instruments, method books, or music stands. MFM recommends that SMFCSD establish an Open P.O. specifically for the 5<sup>th</sup> Grade Instrumental Program in the amount of \$7,000.00 with Bronstein Music, 305 3<sup>rd</sup> Ln, South San Francisco, CA, 94080.

**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 instrumental program start date for the 2020-2021 school year is: **September 22, 2020.**

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

**2. SCHEDULING DEADLINES**

MFM will send a proposed instrumental schedule to principals, and any schedule changes shall be requested by August 14.

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:** If an MFM Educator has an unplanned absence, their students will join another instrumental class session or a substitute MFM Educator will teach the session.
- **SCHOOL or Classroom Teacher Cancellation:** No make-up sessions can be provided as the program ends when student instruments are turned in at the end of the school year.

**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](http://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. Pre-recorded 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

- Approve schedule by date listed above, or delegate responsibility to another school representative
- Arrange separate classroom spaces for flute, clarinet, trumpet, violin, and voice class
- Support instrument and supplies distribution/collection process
- Ensure Classroom Teachers distribute student communications such as initial instrument request information and forms, rental forms, cleaning instructions, etc.
- Ensure Classroom Teachers attend music class or rotate between the five classrooms as MFM Educators are not credentialed teachers
- Notify MFM Deputy Director of Programs [kristin@mfm.org](mailto:kristin@mfm.org) of any issues or concerns in a timely fashion and support prompt resolution
- Notify MFM Deputy Director of Programs of any disruptions to regular schedule (e.g. testing, field trips, etc)
- Encourage Classroom Teachers to support classroom management during music lessons and to complete MFM program surveys twice a year

#### Classroom Teacher

- Distribute student communications such as initial instrument request information and forms, rental forms, cleaning instructions, etc.
- Support instrument and supplies distribution/collection process
- Remain in the music classrooms during music sessions or rotate between the five classrooms as MFM Educators are not credentialed teachers
- Provide classroom management support and offer guidance to support student learning
- Create a suitable classroom space for music instruction
- Notify MFM Deputy Director of Programs [kristin@mfm.org](mailto:kristin@mfm.org) of any issues or concerns in a timely fashion and support prompt resolution
- Notify MFM Deputy Director of Programs of any disruptions to regular schedule (e.g. testing, field trips, etc.)
- Complete MFM program surveys twice a year
- Understand lesson cancellation policy

#### MFM Educator

- Teach comprehensive and sequential instrumental and vocal music education curriculum
- Demonstrate respect and sensitivity to the Classroom Teacher and students
- Display a passion for music education
- 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
- Immediately call the school office and contact MFM to inform them of any unplanned absences
- Support processes for instrument and supplies distribution/collection and repair

#### MFM Management

- Oversee MFM Educator delivery of curriculum, including training, observations, and professional development.
- Schedule students into specific class sections for flute, clarinet, trumpet, violin, and voice
- In collaboration with IMC, oversee instrument inventory and lead instrument, music book, and supplies distribution/collection process
- Facilitate instrument repair and supply replacement process
- 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**

- Approve schedule by date listed above, or delegate responsibility to another school representative
- Ensure Classroom Teachers distribute student communications such as initial instrument request information and forms, rental forms, cleaning instructions, etc.
- Support instrument and supplies distribution/collection process
- Notify MFM Deputy Director of Programs [kristin@mfm.org](mailto:kristin@mfm.org) of any issues or concerns in a timely fashion and support prompt resolution
- Notify MFM Deputy Director of Programs of any disruptions to regular schedule (e.g. testing, field trips, etc)
- Encourage Classroom Teachers to support classroom management questions from MFM Educators 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 student communications such as initial instrument request information and forms, rental forms, cleaning instructions, etc.
- Support instrument and supplies distribution/collection process
- Distribute class meeting link and instruct students to attend
- Act as a resource for MFM Educator for classroom management questions and to offer guidance regarding your specific classroom culture, classroom management style, and to support student learning
- Notify MFM Deputy Director of Programs [kristin@mfm.org](mailto:kristin@mfm.org) of any issues or concerns in a timely fashion and support prompt resolution
- Notify MFM Deputy Director of Programs of any disruptions to regular schedule (e.g. testing, field trips, etc.)
- Complete MFM program surveys twice a year
- Understand lesson cancellation policy

### **MFM Educator**

- Teach comprehensive and sequential instrumental and vocal music education 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
- Partner with the Classroom Teacher who will provide guidance to support student learning
- Immediately call the school office and contact MFM to inform them of any unplanned absences
- Support processes for instrument and supplies distribution/collection and repair

### **MFM Management**

- Oversee MFM Educator delivery of modified curriculum, including training, observations, and professional development
- Schedule students into specific class sections for flute, clarinet, trumpet, violin, and voice
- In collaboration with IMC, oversee instrument inventory and lead instrument, music book, and supplies distribution/collection process
- Facilitate instrument repair and supply replacement process
- 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