

INGLEWOOD UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 7th day of March 2019, by and between the INGLEWOOD UNIFIED SCHOOL DISTRICT, located at 401 South Inglewood Avenue, Inglewood, California 90301, hereinafter referred to as "District" and iMusic United Foundation located at 2425 Olympic Blvd. , Suite 4000 W in Santa Monica, CA 90404 (424) 274-2978 hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Inglewood Unified School District to contract with professionally trained Consultant to provide instruction in the area of instrumental music/ vocal programs

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing March 7th, 2019 and terminating May 31, 2019

2. SERVICES: As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following:

(20 – 25) students in the 1st through 6th grade at Centinela and Highland Elementary schools that are in the After School Education and Safety Program will be provided with vocal classes/songwriting/music classes and playing the drums, ukulele, violins, pianos, keyboards and clarinets, flutes, and use of guitars. Students will be taught how to write and read music and the proper care and use of the instruments provided for their classes. All services shall be provided in accordance with Attachment A, which is attached hereto and incorporated by reference as though full set forth.

In the event that classes drop below 15 students, iMusic will work in conjunction with the ASES District Coordinator to increase enrollment. A two (2) week time frame will be given to address the attendance. In the event that classes drop below 15 students for three consecutive weeks this IUSD/ASES shall permit the District to terminate this Agreement immediately with no further payments due to Provider for said class.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Lourdes Hale, Executive Director of State and Federal Programs

A. PRODUCTS: As a result of providing the services described in this Section 2, the Consultant shall also provide the following products:

Reports on the following activities: Consultant shall provide any additional instructional materials / or supplies necessary to provide quality music services. Students will be provided with various instruments to learn music at (2) locations through the After School Education and Safety Grant. iMusic United will provide a music consultant per school site to teach (1) DAY PER WEEK FOR 75 MINUTE sessions and the ASES Program Leaders will provide supervision of the students and take attendance during each session.

The products required by this Agreement must be provided to the District's designee as requested in writing. The terms of product submission shall be attached to this Agreement and incorporated by reference. In no event shall the final product due be submitted later than ten (10) days prior to the expiration of the term of the Agreement. Failure to do so will result in the District withholding payment of the final invoice of Consultant until said products are received by the District's designee.

The District's designee shall indicate acceptance of the required products in writing to the Consultant within ten working days of receipt of same. The memo shall be conclusive evidence of the receipt of the products by the District.

LOCATION: Provider shall provide the contracted services at the following location:

Centinela and Highland Elementary School

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of **\$5,500.00** pursuant to this Agreement. Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Paid at \$ 5,500.00 for the months of:

March 31, 2019	\$ 1,833.34
April 30, 2019	\$ 1,833.33
May 31, 2019	\$ 1,833.33

Provider shall provide a monthly invoice to the District's designee detailing the time spent, date(s) of services, and the exact location of services provided for the preceding month and any other billing breakdown as may be required by the District. The purchase order number must be shown on each invoice. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or design

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Los Angeles County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Los Angeles.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted. Any and all services rendered prior to Board approval shall be deemed voluntary, a gift and will not be subject to compensation.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

Board Approval Date: March 6, 2019 _____ INGLEWOOD UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

Dr. Carmen Beck

State Administrator

District Authorize Representative

Title Date



Provider/Consultant Authorized Representative

Treasurer 02-12-2019

Title Date

iMusic United

FOUNDATION

CONTRACT PROPOSAL NO. 44-00001901 STATEMENT OF WORK

EXHIBIT A

General Overview/Background:

iMusic United Foundation was founded with the mission of providing music education to enrich individual expression and community connection. It is iMusic United Foundation's mission to bring music education and better opportunities to students in underserved communities. Schools of large and small have been able to keep the music classes with innovative grants and utilizing their available resources. iMusic United Foundation hopes to reach out to as many schools and students as possible to provide high-caliber music education, teaching how to read music scores, play instruments and learning advanced music. Practicing musical instruments enable students to build discipline and learn tools of team building. It takes patience to accomplish to play an instrument and learn to collaborate with others and achieve a better learning curve for communication skills.

Approximately 1.3 million elementary school students in the United States do not receive music instruction, according to the White House's Turnaround Arts program. We supplement the needs of music programs at schools to enhance students' after school activities. Practicing musical instruments enable students to build discipline and learn tools of team building. It takes patience to accomplish to play an instrument and learn to collaborate with others and achieve a better learning curve for communication skills.

Schools of large and small have been able to keep the music classes with innovative grants and utilizing their available resources. The iMusic United Foundation hopes to reach out to as many schools and students as possible to provide music education, teaching how to read music scores, play instruments and learning advanced music theory.

Through exposure to music education and music therapy, individuals not only enhance their individual emotional awareness but also build stronger healthier bonds within their communities. When we provide the tools and time for creative expression, we give our children the opportunity to create meaningful and holistic lives. We give them the chance to build skills and alongside that, confidence and a voice. When we align that one voice with an orchestra, we begin to learn how to work as a team when we breathe together in the bands we play. It is these daily practices,

iMusic United

FOUNDATION

which lend themselves to self discovery, personal growth and becoming a valued community member. With these elements, as well as the inherent value of musical language and its power to move beyond words, we do a great service for the mental health of not only the individual, but of the entire community. Through music we improve the quality of life for those individuals we serve as well as enhance the long term cultural development of the community as a whole.

We offer interventions that include after-school and during the day pull-out music programs. These are programs tailored to the students' academic needs due to provisions for music education being currently very limited.

iMusic United Foundation is to establish an on-going system to increase academic success among students that are identified at-risk of limited music/arts education. A key component of this program's focus on in-school academic support, mentoring, positive behavior support, restorative practices, and case management.

Elementary Schools

Requirements

Improve graduation rate

Improve attendance

Improve behavior

Reduce tardiness and absenteeism

Data Protection

Compliance including compliance with the Family Educational Rights and Protection Act (FERPA)

Data Protection Compliance including compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule related to the use and disclosure of information.

Suggested Program Components

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Site administration support
After –school/Extended day programs
School spirit/sense of belonging
Family outreach/involvement
Supplemental programs
Extracurricular activities and support
Positive Behavior Support

Deliverables

Work plan
Track Attendance performance
Student assessments
Monthly/Quarterly progress reports
Gather comprehensive data, analysis, and reporting on student progress towards academic success

CONTRACT PROPOSAL NO. 44-00001901

iMusic United Foundation
Contract Proposal No. 44-0001901



RATE SCHEDULE

EXHIBIT B

The majority of programmatic costs include staff salaries to adequately implement and manage at school sites.

AFTER SCHOOL EDUCATION & SAFETY PROGRAM (ASES)

Contractor's model is based on serving roughly 15-25 students per school with work-based learning and case management, all coordinated through our staff. Staffing is planned to maintain appropriate ratios of up to 20:1 student. (25:1)

iMusic United Foundation reserves the right to change instructors or change program its discretion.

COST:

iMusic United Foundation

The full continuum of services listed in the statement of work, within this contract. Program Coordinator, Administrative Manager, Administrative Assistant, Music Instructors, Teaching Assistants, musical instruments, assistant to repairs, materials and deliveries.

Inglewood Unified School District ASES

Basic Music and Music Theory/Multiple Instruments music classes. 1-8th grade. (selected by school staff)

The Contractor will be providing all instructors for the class. The Contractor will leverage existing partnerships and resources to provide blended services while drawing on complementary resources to boost long-term sustainability. When possible, the contractor will leverage other grants that exist at school sites in order to maximize dollars spent and to promote financial stability.

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TITLE TO PROPERTY

Title to property (e.g., instruments) purchased under this Agreement shall vest with the District. Contractor agrees to purchase property for the overall purpose of this Agreement and shall maintain it for the life of the Agreement. Upon completion of the work or expiration of the Agreement, Contractor shall deliver said property to the District and shall ensure that licenses for any software loaded onto said property are effectively and legally transferred to District.

Centinela Elementary School TK-6
Highland Elementary School TK-6

CONTRACT PROPOSAL NO. 44-00001901

iMusic United Foundation
Contract Proposal No. 44-0001901

ORDER FOR SERVICE FORM

EXHIBIT C

Order for Services No. _____ by the ASES after school program is effective as of _____, between the Inglewood Unified School District (IUSD) and iMusic United Foundation, Contract Proposal No. 44-00001901.

1. Scope of Services:

After-School Program (ASES) Centinela Elementary School & Highland Elementary

Music Theory and Multi- Instruments Class: Younger Group: 1st-5th grade

Music Class

OBJECTIVES

The student will learn multiple instruments. The more instruments you play, the more effective band leader you can be. Through exposure to music classes, the students not only enhance their individual emotional awareness but also build stronger healthier bonds within students teammate.

INTRODUCTION

Topic Covered: Styles of music, basic songwriting, understand teamwork. Each instrument has its own language, and the more languages you know, the more you can communicate and understand.

GOAL

The goal of this course is for students to work together as a band to create a unique sound and gain a solid foundation on their instruments. Music repertoire will be determined by the interests of the students, the instructor, as well as musical ability. During the first meeting, students will be asked by the instructor what type of music they are interested in. After an initial assessment, everyone will make a collaborative effort to pick songs for the group to perform. (Other song selection will be recommended by the instructor) ****Individual practice outside of the classroom environment is strongly encouraged.

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3. Deliverables:

A 11-hour curriculum per school total students per class of up to 20-25 students that addresses interest of music instruction with instructors. The goal is to instill a sense of music appreciation, while at the same time teach fundamental elements in music education at after-school enrichment programs.

DURATION:

75 minutes, 1 class per week x 11 weeks per school for 2 schools sites.

Starts: 2019 March 7th

Ends: 2019 May 31st

TOTAL 2 SCHOOLS YEAR OF 2018/2019 \$5,500 for IUSD

Average per program, 2 various program \$2,750

Average per school, 2 schools \$2,750

IN WITNESS WHEREOF, the parties hereto have executed this Services Order under the Agreement referenced above.

INGLEWOOD UNIFIED SCHOOL DISTRICT
After School Education

iMUSIC UNITED FOUNDATION
Contractor

By: _____

By:  _____

Name: _____

Name: Miho Nomura

Title: _____

Title: Founder/CEO

Date: _____

Date: 2/9/2019



Inglewood Unified School District

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement between the Inglewood Unified School District ("DISTRICT") and the individual, iMusic United Foundation company or contractor named ("VENDOR,") for provision of services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- A) The VENDOR hereby certifies to the DISTRICT'S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

~~OR~~

WAIVER JUSTIFICATION

- B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.
 - The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
 - The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
 - The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]

--Check all methods to be used:

 - 1) Installation of a physical barrier at the worksite to limit contact with students
 - 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
 - 3) Surveillance of employees of the VENDOR by school personnel
 - The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

	Miho Nomura	CEO	2/9/2019
Authorized VENDOR signature	Printed Name	Title	Date

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED