

**AGREEMENT FOR SERVICE BETWEEN
REDWOOD CITY SCHOOL DISTRICT AND MUSIC FOR MINORS**

This AGREEMENT is made as of August 15, 2019 by and between Redwood City School District with an address of 750 Bradford Street; Redwood City, CA 94063 (SCHOOL) and Music for Minors (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 not for 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.

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 in classroom delivery of the SERVICES at 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 comparable to the MFM music education 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 any 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 California Standard's Based music education curriculum. Lesson plans will be periodically evaluated and modified based on SCHOOL needs and other environmental changes

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 books, CDs, printed music education material, etc.), administrative overhead, and liability insurance.

In the event that the cumulative actual number of classes participating in the program or the actual number of sessions delivered falls below or exceeds the estimated totals estimated 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.

Program fees are not guaranteed beyond the term of this AGREEMENT.

4. CLASS OR SESSION CANCELLATION POLICY

In the event a music session is cancelled by MFM or an MFM EDUCATOR:

A make-up session will be scheduled to ensure the total number of contractual music sessions are delivered. Chronic abuse of attendance or punctuality standards by an MFM EDUCATOR may result in disciplinary action including and up to replacement of the MFM EDUCATOR.

In the event a class or music session is cancelled by SCHOOL or SCHOOL personnel:

- **Cancellation with MORE than 1 full week of written notice:** A make-up session(s) to be scheduled to ensure total number of sessions are fulfilled per contract at no additional cost
- **Cancellation with LESS than 1 full week of written notice:** Notwithstanding Section 3 herein, MFM is not required to make-up the paid session(s) or to credit SCHOOL for such cancelled session(s). In the event SCHOOL requests additional session(s), MFM EDUCATOR will use reasonable efforts to schedule such sessions. SCHOOL shall be subject to additional fees in accordance with the fee schedule in Exhibit A herein.

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, 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.

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. 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.

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 the prorated compensation for services already rendered through the date of termination and the reasonable startup costs incurred by MFM prior by the date of termination. 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:

Redwood City School District

By Signature of Officer and Title

 _____ Date: _____
Priscilla Aquino-Dichoso, Chief Business Official

John Baker
Superintendent
Redwood City School District
750 Bradford Street
Redwood City, CA 94063

Music for Minors

By Signature of Officer and Title

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

Exhibit A

Scope and Program Fees

BILL TO:	PAYABLE TO:
Redwood City School District	Music for Minors, Inc.
Attn.: Peter Mora	Attn.: Jenn McBean
Accounts Payable	Director Operations
750 Bradford Street	1100 Industrial Road, Suite 10
Redwood City, CA 94063	San Carlos, CA 94070
Phone: 650.423.2256	Phone: 650-237-9130
Email: pmora@rcsdk8.net	Email: admin@mfm.org

SCOPE

Delivery of the MFM SERVICES for the 2019-2020 school year at SCHOOL with the number of classes, sessions and session duration(s) described in this EXHIBIT A

Item	Grade Level(s)	# of Classes	# of Sessions (approximately weekly)	Session Duration (in minutes)	Standard Fee per Class	Subsidy %	Subsidized Fee per Class	Total Standard Fees	Subsidized Total Fees
Class Fee	TK-5	168	12	30	\$1,440.00	24%	\$1,094.40	\$241,920.00	\$183,859.20
Sub-Total									\$183,859.20
Recorder Rental Fee	3-5	82			\$50	100%	\$0		\$0
Contract Total									\$183,859.20

PAYMENT TERMS

Program fees are payable in three equal payments

Payment #1: due upon contract execution

Payment #2: due December 15, 2019

Payment #3: due March 15, 2019

Exhibit B

Partnership Roles & Responsibilities

MFM EDUCATOR	SCHOOL PRINCIPAL AND OTHER LEADERSHIP
<ul style="list-style-type: none"> • Demonstrate respect and sensitivity to the Classroom Teacher and students and a passion for music • Teach the sequential, standards aligned MFM curriculum and to the learning outcomes identified in the MFM curriculum rubric • Show up on time and prepare for each music session • Instill enthusiasm for music in students participating in the program • Partner with the Classroom Teacher who provides guidance on effective instruction in their specific classroom environment • Proactively work with Classroom Teacher on regular scheduling matters, including any planned absences and any make-up lessons. • For unplanned absences, email both the Classroom Teacher and MFM management and call the SCHOOL office • Keep MFM and Classroom Teacher advised of lesson delivery progress and anticipated program completion date • Periodically assess students' music skill • Promptly escalate any issues or concerns to either or both the Classroom Teacher and/or MFM management 	<ul style="list-style-type: none"> • Support MFM Management in scheduling MFM music sessions, serving as the representative of Classroom Teachers OR delegating primarily scheduling responsibility to another SCHOOL representative • Escalate issues to MFM management in a timely fashion and support prompt issue resolution. MFM management contacts: <ul style="list-style-type: none"> ◦ Director of School Partnerships (Ron@mfm.org) or ◦ Director of Talent (Lauren@mfm.org) • Ensure music sessions are scheduled to classes of no more than 30 students, without prior written agreement with MFM management • Notify MFM of testing dates or other disruptions to regular scheduling and of unavoidable music session cancellations with as much advance notice as possible • Encourage classroom teachers to support MFM EDUCATORS by remaining in the classroom and supporting classroom management during music lessons and encouraging classroom teachers to complete MFM program surveys
MFM MANAGEMENT	CLASSROOM TEACHER
<ul style="list-style-type: none"> • Communicate with SCHOOL principal any significant changes in scheduling or MFM EDUCATOR assignments/re-assignments, significant program delivery or satisfaction issues or any issues effecting fees significantly • Oversee MFM EDUCATOR delivery of music lessons • Administer the music education program, contract and other operational matters necessary for delivery of a quality in-class music education program • Meet with SCHOOL staff and/or MFM EDUCATOR as needed to resolve issues 	<ul style="list-style-type: none"> • Recognize that MFM EDUCATORS generally are not credentialed teachers and will benefit from your expertise and guidance on classroom culture and classroom management styles specific to your students. • Understand not to leave MFM EDUCATORS alone with students and to remain attentive and actively participate during music sessions • Help MFM EDUCATORS be successful by creating a suitable space for music instruction and by having student wear name tags • Communicate with assigned MFM EDUCATOR regarding rescheduling missed lesson or with MFM management regarding other scheduling matters or other program concerns, issues, suggestions. MFM management contacts: <ul style="list-style-type: none"> ◦ Director of Talent (Lauren@mfm.org) or ◦ Director of School Partnerships (Ron@mfm.org) • Share program feedback via the online classroom teacher surveys • Understand lesson cancellation policy