

## **AGREEMENT FOR SERVICE BETWEEN THE SAN CARLOS SCHOOL ELEMENTARY DISTRICT AND MUSIC FOR MINORS**

This agreement is made as of July 15, 2015 by and between the San Carlos Elementary School District (DISTRICT) and Music for Minors (MFM).

Whereas, the DISTRICT desires to obtain services for the administration of the ***MFM Professional Educator Program for grades TK-4*** at the following San Carlos schools: Arundel, Brittan Acres, Heather and White Oaks. **Total number of classes expected is 75.** In addition, the DISTRICT desires to obtain services for the administration of the **5<sup>th</sup> Grade Choir Program** at Tierra Linda Middle School.

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 instructors in public elementary schools in San Carlos, California; and

Whereas, MFM has developed learning curriculum containing information, which is identified as follows: (hereinafter "MFM Lesson Plans").

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. SCOPE OF SERVICES**

MFM agrees to provide the DISTRICT the ***MFM Professional Educator Program*** with the following services:

- ☐ Elementary music classes one time per week for 30 weeks and scheduled in accordance with the district academic calendar to occur between September 28, 2015 and May 31, 2016.
- ☐ Middle School classes one time per week for 30 weeks and schedule in accordance with the district academic calendar to occur between September 11, 2015 and June 3, 2016.
- ☐ Duration of classes for grades TK-3 will be 30 minutes per session.
- ☐ Duration of classes for grade 4 will be 45 minutes per session.
- ☐ Duration of classes for grade 5 choir will be approximately 60 minutes per session.
- ☐ Coordination of 1 musical sharing event per classroom (within 24 week contract).
- ☐ Coordination of applicable grade 5 choral performances during academic calendar.
- ☐ MFM developed Lesson Plans: Comprehensive and sequential California Standard's Based music education curriculum. (Lesson Plans will be periodically evaluated and modified based on SCSD needs).
- ☐ Maintain an instrument and teaching materials inventory.
- ☐ Provide trained music instructors to teach General Music to TK-4 grade students in the above-mentioned schools (paragraph 2) and 5<sup>th</sup> grade choir at Tierra Linda.
- ☐ Make and hold contracts for all music instructors (independent contractors).
- ☐ Supervision of instructors' work and formal evaluation procedures.
- ☐ Design and implementation of student assessments for the program.
- ☐ Design and implementation of program evaluations for teacher and principal feedback.

- ☐ Meetings with principals and district personnel as required and participation in the SCSD Music Advisory Committee.
- ☐ Administrative oversight from MFM Executive Director, Program Director, Business Manager and educational oversight from MFM Education Director.

### **3. USE OF SUBCONTRACTORS**

MFM will retain all instructors for the ***MFM Professional Educator Program***. It is understood that this Agreement by and between the DISTRICT and MFM is an agreement 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 instructors and there is no relationship other than that of Independent Contractor between the DISTRICT and MFM.

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

### **4. INSURANCE**

MFM carries liability insurance to cover public liability for services provided under this contract as well as applicable workman's compensation insurance. 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. COPYRIGHT AND LICENSE**

MFM grants to DISTRICT a non-exclusive, non-transferable and non-assignable license to utilize the MFM Lesson Plans in connection with the provision of the ***MFM Professional Educator Program*** in the above-mentioned schools (paragraph 2) for the academic year 2015-2016.

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

As required by the California State Education Code, MFM contractors and volunteers will be required to undergo finger printing and background checks. MFM will provide the DISTRICT written verification

that all contractors have filed fingerprints and have passed the State and DOJ background checks no later than October 31, 2015 for work during the 2015-16 academic school year.

#### 10. COMPENSATION

MFM agrees to perform all the services of this agreement for a sum not to exceed **\$141,206.71** for the **Professional Educator Program** in TK-4<sup>th</sup> grades and **\$9,685.00** for the **5th Grade Choir 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.

MFM shall submit a total of four (4) invoices as detailed below:

	# of Classes	Amount Due	Payment Due Date
Invoice #1	75 classes (TK-4 <sup>th</sup> ) + 2 classes of 5 <sup>th</sup> grade choirs	\$37,722.92	At time of contract execution
Invoice #2		\$37,722.93	December 1, 2015
Invoice #3		\$37,722.93	February 1, 2016
Invoice #4		\$37,722.93	April 1, 2016
<b>Total</b>		<b>\$150,891.71</b>	

In the event that the cumulative actual number of classes fall below or exceed the estimated 75 classes, the compensation shall be adjusted at the rate of \$1,770.31 per class for TK-3 grades and \$2,214.52 for 4<sup>th</sup> grade, which should be reflected in invoice #4.

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

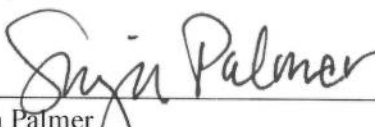
#### San Carlos Elementary School District

By Signature of Officer and Title

\_\_\_\_\_  
Date \_\_\_\_\_  
Craig Baker, Superintendent

#### Music For Minors

By Signature of Officer and Title

\_\_\_\_\_  
Date 7/17/15  
Sonja Palmer  
Music for Minors, Executive Director

Music for Minors  
1100 Industrial Road, Suite 10  
San Carlos, CA 94070  
650-237-9130 phone  
650-237-9150 fax

## 5th Grade Choir 2015-16

### MFM Personnel Expenses

		<b>Conductor</b>	<b>Accompanist</b> <i>rate: \$45 &amp; \$35</i>
15 sessions - Sem 1 (2 classes)	30 hrs	\$ 1,350.00	\$ 1,050.00
16 sessions Sem 2 (2 classes)	32 hrs	\$1,440.00	\$ 1,120.00
<b>Prep</b>	31 hrs	\$ 1,395.00	
2 Dress* (1.5 hrs)	3 hrs	\$ 135.00	\$ 105.00
2 Performances** (2 hrs)	4 hrs	\$ 180.00	\$ 140.00

**Subtotal:** **\$ 4,500.00** **\$ 2,415.00** **\$ 6,915.00**

### Program Expenses

Piano Tuning	<i>share w VoiceBox</i>
Music copies/binders (177*)	\$ 1,770.00
MFM Oversight	\$1,000

**Total:** **\$ 9,685.00**

\*estimated enrollment