AGREEMENT FOR SERVICE BETWEEN
White Oaks School
AND
MUSIC FOR MINORS

This agreement is made as September 28, 2015, by and between the White Oaks Elementary School (WHITE OAKS) and Music for Minors (MFM).

Whereas, WHITE OAKS wishes to obtain services for the administration of the MFM Glee Choir Program for students in 3rd and 4th grade at White Oaks Elementary school, San Carlos, California.

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 wishes to provide administrative support, coordinate, and place a Choir Conductor in White Oaks Elementary school in San Carlos, CA; and

Whereas, MFM has selected repertoire, containing information which is identified as follows: (hereinafter "MFM Glee Repertoire").

Now, therefore, the parties agree as follows:

1. SERVICES
MFM agrees to provide professional services to WHITE OAKS in accordance with the terms and conditions of this agreement.

2. SCOPE OF SERVICES
MFM agrees to provide WHITE OAKS the MFM Glee Choir Program with the following services:

- Choir rehearsal one time per week for 24 sessions each and scheduled in accordance with the White Oaks school academic calendar to occur between *October 13, 2015 and May 2016*
- Duration of rehearsals will be for 30 minutes
- Prepare and lead two (2) dress rehearsals, (2) assemblies, and (2) concerts.
- MFM Glee Repertoire of songs (select, order and distribute all sheet music)
- Provide trained Choir conductor during rehearsals and performances:
    a) Assess prospective singers upon enrollment as needed.
    b) With support of MFM Marketing Director, prepare and produce all necessary concert materials; promotions, program books, etc
    c) Utilize a pedagogy, which instills excellent musicianship and singing skills, high performance standards and establishes the foundation for a life-long appreciation of music.
    d) Manage necessary equipment, volunteers, and other needs for concerts.
    e) Help to recruit and establish effective relationships with parent volunteers, as needed.
    f) Maintain accurate student rosters.
    g) Manage all communications with parents, students as necessary.

- Make and hold contracts for Choir conductor (independent contractor).

- Supervision of Choir conductor's work and formal evaluation procedures.
- Administrative oversight from MFM Director of Educational Programs.

3. USE OF SUBCONTRACTORS

MFM will retain the Choir conductor for the MFM Glee Choir Program. It is understood that this Agreement by and between WHITE OAKS 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 instructors and there is no relationship other than that of Independent Contractor between the WHITE OAKS and MFM.

It is understood that the Choir conductor is an independent contractor with MFM. WHITE OAKS agrees not to solicit for employment of said Choir conductor for a comparable Glee Choir program without the prior written consent of MFM. MFM will be responsible for payment to Choir conductor.

4. INSURANCE

MFM carries liability insurance to cover public liability for services provided under this contract as well as applicable workman's compensation insurance. San Carlos School 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 WHITE OAKS, 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. WHITE OAKS 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. 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 San Carlos Unified School 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 $3,000.00 for the MFM Glee Choir Program which will include all independent contactor costs, orientation, administrative overhead, and liability insurance.

MFM shall submit two invoices in the amount of $1,500.00 on November 1st, 2015 and $1,500.00 on February 1st, 2016. Payment will be due within 30 days of invoice receipt.

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

San Carlos School District

Date 10/6/15

Allison Liner, Principal
White Oaks Elementary
1901 White Oaks Way, San Carlos, CA 94070

Date 10/7/15

Mary Jude Doerpinghaus
Assistant Superintendent
San Carlos School District
1200 Industrial Road, Unit 9
San Carlos, CA 94070

Music For Minors

Date 9/28/15

Sonja Palmer, Executive Director
Music for Minors
1100 Industrial Road, Suite 10
San Carlos, CA 94070
650-237-9130 phone
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