



October 14, 2021

Dawn Haynes  
Board President  
Newark Board of Education  
765 Broad Street  
Newark, NJ, 07102

Dear Board President Haynes,

On behalf of the Save The Music Foundation, in partnership with local and national funders, we are pleased to inform you that Newark Board of Education will be awarded ten grants of new musical instruments to support the restoration of your district's music education programs.

The following schools will be awarded a grant of new musical instruments upon signing the attached agreement:

**Michelle Obama Elementary School – Intro to Music**  
**Sir Isaac Newton Elementary School – Intro to Music**  
**Chancellor Avenue School – Band**  
**Dr. E Alma Flagg School – Band**  
**East Ward Elementary School – Band**  
**Harriet Tubman School – Band**  
**Mt. Vernon School – Band**  
**Salomé Ureña Elementary School – Band**  
**Science Park High School – Band**  
**Technology High School – J Dilla Music Tech Grant**

As you know, studies show that children involved in active music participation show improved performance in reading and math, score higher on standardized tests, are more likely to go on to college, and are less likely to be involved with gangs, drugs or alcohol abuse. We are thrilled to help you provide these valuable benefits to your students.

As a condition of receiving a grant from the Save The Music Foundation, you must sign and return the enclosed Grant Agreement by **Oct. 20, 2021**. Please review the agreement at your earliest convenience, and sign online via DocuSign. You will receive a pdf copy of this agreement upon signing, and a hard copy will be mailed with each grantee school's welcome package. As soon as the agreement has been executed, we will make arrangements with your grantee school principals relative to the delivery of the instruments.

If you have further questions, please contact us at [chiho.feindler@savethemusic.org](mailto:chiho.feindler@savethemusic.org).

Congratulations!

Henry Donahue  
Executive Director  
Save The Music Foundation

Chiho Feindler  
Chief Programming Officer  
Save The Music Foundation

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P.O. Box 2096

New York, NY 10108-2096

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## Grant Agreement

between

Save The Music Foundation, Inc.  
a not-for-profit corporation incorporated  
under the laws of the State of New York  
(hereinafter "STMF")

and

Newark Board of Education  
(hereinafter "Grantee")

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As set forth in the Grant Letter dated Oct. 14<sup>th</sup>, 2021, incorporated herein by reference, STMF has made a grant of musical instruments to Science Park High School, Chancellor Avenue School, Dr. E Alma Flagg School, East Ward Elementary School, Harriet Tubman School, Michelle Obama Elementary School, Mt. Vernon School, Salomé Ureña Elementary School, Sir Isaac Newton Elementary School & Technology High School (the "Schools"), conditioned on Grantee's agreement to the conditions contained in this Grant Agreement. It is mutually agreed between STMF and Grantee as follows:

1. Grantee will provide for at least one (1) instrumental music teacher's salary (or full time equivalent staff) in its budget for the Schools for the school year during which it receives a grant of instruments from STMF and for each year following.

2. (a) Grantee will maintain music curriculum as part of the regular school curriculum at each School, and will offer in-school music classes at least once per week at each School, offer weekly ensemble rehearsals and meet a required minimum of forty-five (45) minutes of instructional time per week. Notwithstanding the foregoing, Grantor acknowledges and agrees that, as reasonably necessary, Grantee shall be entitled to undertake any of the activities described in this paragraph (2) virtually.

(b) Grantor further acknowledges and agrees that musical instruments and/or equipment may be "checked out" to students and teachers as reasonably necessary: (i) in the event that Grantee is required to undertake virtual music classes; (ii) so that students may practice; or (iii) as Grantee deems reasonably necessary in order to carry out the purposes hereof.

(c) In the event that any instruments and/or equipment "checked out", Grantee shall maintain good and accurate records of such instruments and/or equipment and shall remain solely responsible for such instruments and/or equipment, pursuant to the terms hereof.

(d) Grantee agrees to maintain its instrumental music instruction curriculum.

3. Grantee agrees to hire a certified music instructor for each of the Schools to design the music curriculum described in paragraph (2) above and to hire certified music instructors to teach the music classes described in paragraph (2) above. Grantee agrees to retain certified, qualified music instructor(s) for the program to teach at each School that has received instruments from STMF.

4. Each School will maintain actual possession of the instruments and equipment granted for its use. Grantee may not reallocate instruments without STMF's consent. In the event of a closure of the school, Grantee will notify STMF within thirty (30) days of the decision taken to close the School, at which time Grantee and STMF will decide upon the future use of the instruments and equipment used at that School. Grantee acknowledges that STMF may require return of such instruments and equipment to STMF.



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5. Grantee will ensure that each School maintains the instruments and equipment received from STMF in secure storage areas where the instruments and equipment will be safe from theft, or damage due to water, dust, or other factors. Grantee will assure that access to the instruments and equipment is limited to instructors, students, and any other school personnel with a need to have access to the instruments and equipment. Grantee retains sole responsibility under this Agreement for the obligations set forth in this Paragraph 5.

6. Grantee agrees to keep the donated instruments in good repair and to undertake normal maintenance of the instruments. To the extent that manufacturers' warranties cover repairs, Grantee agrees to return the instrument(s) in need of repair to the local music retailer to be returned to the manufacturer. Grantee will keep an inventory of the instruments received from STMF and, in the event that any instruments are lost, stolen, or damaged beyond repair, it will notify STMF immediately. STMF reserves the right to request return of all granted instruments if, in its judgment, Grantee is not maintaining the security of the instruments in an appropriate manner. While each School may maintain actual possession of the instruments and equipment, Grantee retains sole responsibility under this Agreement for the obligations set forth in this Paragraph 6.

7. Grantee agrees to file reports with STMF, on forms STMF will supply, as to the nature of grantee's music program, the frequency of music classes, staff qualifications, students enrolled, and related issues.

8. Grantee agrees to cooperate, and to cause each School to cooperate, in any data collection efforts or studies maintained by STMF to track the progress of students participating in the instrumental music instruction program described in paragraph (2) above and to promptly comply to promptly comply with all requests for information made in connection with such studies.

9. Grantee agrees that, upon request, representatives of STMF shall be provided with access to: (a) grantee's facilities, including the Schools; (b) documents related to the granted instruments; and (c) personnel employed by grantee in connection with the instrumental music instruction program, as necessary to monitor Grantee's compliance with this Agreement. STMF agrees to give reasonable notice of its desire to visit Grantee's facilities and to conduct any inquiries in a manner that minimizes disruption to Grantee's programs. STMF shall ensure to the District that each worker(s), subcontractor(s), agent(s) and representative(s) that is assigned or sent to a project school location involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from having contact with children pursuant to N.J.S.A. 18A:6-7.1 et seq. Failure to ensure proof of a criminal history background check for any employee at a contract school location will be deemed a breach of the term of this Agreement by STMF.

10. Grantee agrees that STMF has the right to require that grantee return the awarded instruments and equipment to STMF if any of the above conditions are not met. Should STMF request that grantee return the awarded instruments and equipment, grantee agrees to return them at its expense within ten (10) days of such request.



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11. Grantee represents, warrants and covenants that it has the authority to enter into this Agreement, on behalf of itself and the Schools, and that the individual signing below has the authority to do so on behalf of the Grantee. Grantee further represents, warrants and covenants that no action, consent, approval or authorization including, without limitation, any action, approval, consent or authorization of any governmental or quasi governmental agency, commission, board, bureau or instrumentality, is necessary for Grantee to constitute this Agreement as the binding and enforceable obligation of Grantee and/or to consummate the transactions contemplated hereby.

12. Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, Newark Board of Education, to the extent caused solely by Newark Board of Education, shall be responsible for and defend against, at its own cost and expense, any and all third party lawsuits, claims, losses, demands or damages brought against Grantor, as well as its affiliates, officers, employees, agents and representatives, of whatsoever kind or nature arising out of or in connection with any negligent act, omission or willful misconduct of the employees, agents or officers of Newark Board of Education, in the performance of its obligations assumed pursuant to this Contract. STMF shall defend, indemnify and hold harmless Grantee, as well as its affiliates, officers, employees, agents and representatives from and against any claims, actions, damages, losses, expenses and other costs incurred by Grantee including, without limitation, reasonable attorneys' fees, as a result of any breach of this Agreement by STMF or any of its affiliates, officers, employees, agents or representatives, or the inaccuracy or breach of any representation or covenant made by STMF herein, following notice of such breach by Grantee and the failure of STMF to cure such breach within thirty (30) days; provided, however, if such breach is not capable of cure within such thirty (30) day period, STMF shall not be considered to be in default hereunder if it commences efforts, and proceeds diligently, to cure such breach within the aforementioned thirty (30) day period.

13. This Agreement and the rights and obligations of the undersigned parties shall be governed by and construed according to the laws of the State of New York, as such laws are applied to agreements entered into and to be performed entirely within New York between New York residents.

14. This Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by email, facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Agreement.

16. No changes or amendments to this Agreement shall be recognized unless and until made in writing and signed by the parties hereto.



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17. Grantee acknowledges and agrees that STMF must review and approve in writing all materials including, but not limited to, advertising, letters and news releases, that use the STMF trademarks, prior to production, printing and publication in any form, including in electronic form. Without limiting the generality of the foregoing, Grantee will not make any public statements or issue any press releases regarding this Agreement or the Grant without the prior written consent of STMF. In all cases, (i) such approval will not be unreasonably withheld and (ii) the STMF must be allowed reasonable turnaround time for such approval. Grantee further agrees that it will not give press interviews, or otherwise publicize this Agreement or the Grant, without the express written permission of STMF. This provision will survive the termination of this Agreement.

18. To the extent that any student information is provided to STMF, STMF, as well as its affiliates, officers, employees, agents and representatives, agrees to maintain all such student information confidentially in accordance with all New Jersey state and federal laws and regulations including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Family Educational Rights and Privacy Act ("FERPA").

19. Grantee shall not be responsible for the payment of any money to STMF in connection with the instruments received pursuant to this Agreement.

20. The term of this Agreement will be for ten (10) years. Either party may terminate this Agreement without penalty upon 30 days written notice to the other party; provided, however, in the event that Grantee terminates this Agreement, Grantee shall return the awarded instruments and equipment to STMF on or before the termination date.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed with full authority and effect on this 14<sup>th</sup> day of October, 2021.

SAVE THE MUSIC  
FOUNDATION, INC.

GRANTEE

By: Henry Donahue  
Its: Executive Director

By: Dawn Haynes  
Its: Board President

DATE

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