

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on April 9, 2025 (the "Effective Date"), by and between Legacy Fine Arts Inc. NFP, located at 1001 Whipperwill Court, Shorewood, IL 60404 (the "First Party"), and Joliet Township High School District 204 located at 300 Caterpillar Drive, Joliet, IL 60436 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

### **1. MISSION**

The First Party is committed to enriching the lives of youth through music, theatre, dance, visual arts, and other fine and performing arts, with a focus on students aged 5-18 in the Joliet area, regardless of their income level. The First Party proposes the project titled Joliet Young Musicians Mentor Band program to provide enriching musical experiences to middle and high school students, with a special emphasis on supporting low-income and underserved youth.

### **2. PURPOSE AND SCOPE**

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties. However, the First Party, its agents, and employees, are at all times acting as independent contractors and not as employees of the Second Party. Nothing in this Agreement is intended or shall be construed to create any relationship between Parties other than that of independent contractors. Nor shall this Agreement be deemed or construed (i) to create a partnership, or joint venture between the Parties; or (ii) to make the First Party an employee, agent, or partner of the Second Party. Nothing in this Agreement shall be deemed to make any party the agent of the other party, nor shall any party have the right to bind the other party or make any promises or representations on behalf of the other party.

### **3. OBJECTIVES**

To offer a free, quality summer music program that facilitates mentorship and engagement in music for middle and high school students. The program aims to:

- Provide a nurturing environment for musical and personal growth.
- Facilitate leadership and performance opportunities for participants.
- Strengthen community ties through shared musical experiences.

The Parties intend for this Memorandum to provide the foundation and structure for their collaboration on the Joliet Young Musicians Mentor Band program. This partnership will primarily require the Second Party to provide space for rehearsals and performances and the use of specific musical instruments and equipment. The First Party, leveraging its resources and network, will manage and finance the program, including programmatic costs, staffing, insurance, and advertising.

#### **4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

The First Party shall:

- Cover all financial aspects related to the program.
- Provide staffing by esteemed teachers currently serving in Joliet 204, District 86, and other neighboring districts.
- Ensure all staff involved in the program are background checked and fingerprinted.
- Coordinate with the Second Party to identify eligible students and manage the logistics of the program.

The Second Party shall:

- Provide space for program rehearsals and the final performance.
- Offer the use of percussion instruments, music stands, and chairs as needed.
- Assist in promoting the program to eligible students.

#### **5. TERMS OF UNDERSTANDING**

This MOU is effective for the duration of the Joliet Young Musicians Mentor Band program, starting from the Effective Date and concluding at the end of the program, scheduled for the summer of 2025. Either party may terminate this MOU by providing thirty (30) days' written notice. The specific schedule will be determined based on availability of facilities and scheduling.

#### **6. CONFIDENTIALITY**

All school student records maintained by the Second Party that are used by the First Party or its employees under this Agreement shall be and remain the property of the Second Party. The First Party's personnel assigned pursuant to this Agreement shall have the right to use school student records for treatment purposes as permitted by Illinois law. Each party to this Agreement shall make available to the other party to this Agreement medical and other information, as may be permitted by law, for defense of any claim. The First Party and its personnel shall adhere to the provisions of the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, and the Illinois Mental Health and Developmental Disabilities Confidentiality Act, and their respective regulations, regarding student records and the information contained therein.

## **7. LEGAL COMPLIANCE**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

## **8. LIMITATION OF LIABILITY AND INSURANCE**

Neither party will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

The First Party will maintain (at its sole expense) and require the individuals it provides under this Agreement to be covered by valid policies of insurance evidencing commercial general and professional liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for each type of coverage, covering the negligent acts or omissions of the First Party or any of its employees assigned to perform services for the Second Party which may give rise to liability for services provided under this Agreement. Such policies shall include and shall not exclude sexual molestation coverage. The First Party shall endorse its policies to add the following additional insureds on its general liability policy: Board of Education of Joliet Township High School District 204, its Board members, agents, and employees. The First Party shall provide the Second Party with current Certificates of Insurance evidencing such endorsement and the Certificates of Insurance shall provide for thirty (30) days written notice to the Second Party prior to cancellation or modification of the general and professional liability coverages.

**9. NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

**10. GOVERNING LAW**

This Memorandum shall be governed by and construed in accordance with the laws of the State of Illinois.

**11. AUTHORIZATION AND EXECUTION**

This Agreement constitutes the entire contract between the parties regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties.

This Agreement shall be signed by Legacy Fine Arts Inc. NFP and Joliet Township District 204 and shall be effective as of the date first written above.

**For Legacy Fine Arts Inc. NFP:**

Name:

Title: President

Date:

**For Joliet Township High School District 204:**

Name:

Title:

Date: