



# SOLANO CONSERVATORY OF MUSIC

A Division of

Young Artists Conservatory of Music

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## GROUP CLASSES & ENSEMBLE MEMBERSHIP POLICIES

### WHEREAS YACM FACILITATES RESOURCES,

### WHEREAS INSTRUCTORS ARE INDEPENDENT CONTRACTORS,

Young Artists Conservatory of Music (YACM) is a non-profit charitable organization. YACM operates as a facilitator of resources for the development of children through excellence in the arts. Enrollment, including tuition and fees, is solely between you and YACM on behalf of the student member.

Instructors are independent contractors not employed by YACM. Instructors exercise independence with regard to schedule, teaching methods and the extent of program participation. It is your responsibility to communicate directly with the instructor regarding student progress, cancelled lessons, make-ups, assigned materials, including all lessons-related topics.

By attending any lesson or class or by submitting any payment for lessons or classes, Student Members and the Responsible Party agree to abide by the policies and procedures herein.

### MISSION

In 2005, YACM was founded on the conviction that the arts provide the greatest means to develop human potential and social cohesion. As Solano's foremost arts education organization, we invest in the unlimited potential of youth through exceptional arts education and significant performance experiences. YACM coordinates resources designed to cultivate musical talent by nurturing appreciative, confident, creative, and resilient young people, while promoting regional participation in the arts. Enrollment makes you an essential member of the YACM Community to advance the development of your student member.

### SCHEDULE & ATTENDANCE POLICY

Students must attend all scheduled rehearsals and performances. If there is a rehearsal or performance that has a scheduling conflict, the instructor must be notified as soon as the conflict is discovered.

There is no prorated tuition for groups, and there are no makeup lessons for group rehearsals. At the beginning of each trimester you will have a schedule so you know when any rehearsals or performances are scheduled.

In the case of a performance opportunity that isn't scheduled in advance, you will be notified as soon as the performance is scheduled via email, text or in person from your child.

## PERFORMANCES | RECITALS

Performances and recitals are made available throughout the year and at the discretion of YACM. Please refer to your Welcome Packet or Parent Portal for a Master Calendar. All performance dates are subject to change. Additional Non-inclusive fees apply.

## TUITION AND REFUNDS

Tuition is calculated at a full program rate. Programs are due in full at the time of enrollment. Because the tuition is calculated for a full program, payments may be made according to the schedule below. , You will pay the same amount per payment regardless of how many rehearsals or classes there are between scheduled payments.

Term of Program	1st Tuition Payment	# of Subsequent Equal Payments
4 Wks	Full Program Fee	0
6 Wks	50%	1
8 Wks	50%	2
9 - 16 Wks	50%	3
17 - 36 Wks	25%	4

## NO REFUNDS

There are no refunds available for group tuition, as travel costs, rehearsal spaces, royalties and licensing fees, and teacher salary is based on a good faith estimate of the amount of students attending rehearsals.

## REGISTRATION / MEMBERSHIP FEES

The program registration fee associates your child with membership in the group program or class. Due to COVID-19, YACM is not charging a total annual registration fee. Rather your registration fee will represent only the trimester or session your child for which your child is enrolled. Should your child re-enroll in an upcoming trimester or session, you will be assessed a new registration fee.

## EXTRA COSTS AND FEES

Throughout the year there may be additional fees for the group. Travel costs, branded merchandise, ticket prices for competitions, competition uniform and others are all considered extra costs and are not included in your tuition. By enrolling in class or ensemble, participants agree to pay all extra costs or fees associated with full participation.

## FUNDRAISING | VOLUNTEERING

The total cost of your participation in any YACM group program is subsidized by a combination of grants, public contributions, volunteer services, ticket sales, other programming, and fundraising. Your invoice will show the amount of your subsidy.

Audition-required performance ensembles require additional fundraising. Student participants and their parents / guardians agree to participate and support fundraising efforts. Fundraising can help to offset the cost of additional expenses.

One parent, guardian or other adult family member is required to fulfill minimum volunteer service hours in support of YACM or pay \$12.00 per hour of minimum service not rendered. Student members 14 years or older may be approved to fulfill volunteer hours. For table of minimum hours required see below:

Term of Program	Minimum Volunteer Hours	Volunteer Payout
4 wks	2	\$24.00
6 - 8 wks	4	\$48.00
9 - 12 wks	6	\$72.00
13 -16 wks	8	\$96.00
17 - 24 wks	10	\$108.00
25 + wks	12	\$144.00

Volunteer duties are not discretionary and must be served and logged for duties approved by the Executive Director. A check in the amount of the Volunteer Payout will be made out to YACM and held until all Service Hours are worked and logged. YACM will deposit the full amount on the last business day of the program for members who have not fulfilled all service hours. Volunteer Payouts are not prorated.

## **HEALTH AND SAFETY**

Due to the new Covid-19 restrictions, our health and safety policies have changed. All program members will strictly follow YACM Healthy and Safety Guidelines as outlined in “Covid -19 Studio Health Procedures”. If there is a suspected case of Covid-19 in the group, all group members will be notified and recommended to self isolate for 14 days.

## **NON-SOLICITATION**

YACM assigns student members to independent instructors. YACM Instructors are prohibited by contract to solicit or accept solicitation for services from YACM students outside the term of this agreement and up to 24 months following the end of this term of service.

## **TEXTING / SOCIAL MEDIA**

You understand that it is solely your decision as a parent/guardian whether to allow, or disallow an instructor to text or otherwise communicate directly with your child. You acknowledge that YACM is not involved in that decision regarding direct communication nor does it endorse or encourage such direct communication. You therefore hold harmless YACM from any harm resulting from any decision by you to allow an instructor to have direct communication with your child.

## **AGREEMENT OF FINANCIAL RESPONSIBILITY | THIRD-PARTY PAYER**

By signing this agreement, you understand that you are responsible for full payment of all Application, Student Membership, Program and Non-Inclusive Fees.

Participation with a third-party payment source, e.g. Grandparents, Visions, PACE, Compass Charter, Heritage Peak, etc. does not release you from your financial obligation if a payment is delinquent.

## **BEHAVIOR COMMITMENT**

YACM values are Excellence, Diligence, Hope, and Community. Our commitment is to the irreducible dignity of every human being as we provide safe space for all diverse expressions of personal identity and creative exploration. We are committed to the treatment of all people with the utmost dignity and respect at all times. Each student is a reflection of YACM. Any type of rude, bullying, or behaviour unbecoming of a YACM student will not be tolerated.

Conflicts will be addressed swiftly in meetings with the appropriate individuals. If the situation is not resolved, YACM administration and the parents will be called in to a meeting to discuss an agreed upon course of action. Students with unresolved negative behaviour may be removed from class.

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## **Releases | Governance**

### **PHOTO AND TALENT RELEASE FORM**

You authorize YACM to photograph or video your child in any and all music activities associated with all divisions of YACM during the term of this agreement. You acknowledge that neither you nor your child will receive any compensation for these appearances or activities. YACM shall have complete ownership of all programs and of any photos or video of your child. You give YACM the right to use and/or distribute your enrolled child's name, likeness, and biographical material to publicize the program and the services of YACM in any medium, including but not limited to brochures, newsletters, annual reports, websites and other promotional outlets including television, newspapers, magazines, and social media sites such as FaceBook, Twitter, Instagram, and other social media, without compensation. You understand and agree that you will have no right to inspect or approve the finished product, including written or electronic copy, where your child's likeness appears.

### **FORCE MAJEURE**

YACM, Student Member, and Instructor shall be excused for any delays or infringements in their respective performance of this Agreement unavoidably caused by the acts of any governmental authority (including but not limited to "shelter in place" or "stay at home" orders or similar declarations), epidemic/pandemic, public enemy, war, God, the elements, strikes or walkouts, or any other causes reasonably beyond that Party's control. Each Party shall use reasonable diligence to avoid any such delay, shall give the other notice thereof, and shall resume performance under this Agreement as promptly as possible.

## **INDEMNIFICATION**

Your child is voluntarily participating in the Program. You agree that you will not hold the Program liable for any negligence, alleged negligence, or other fault that results in personal injury, death, emotional distress, or property damage during or in connection with the Program's activities. You agree not to sue, and unconditionally and irrevocably hold harmless, release, and discharge the CORE-Arts program and YACM, and its directors, officers, employees, volunteers, and representatives (collectively the "Released Parties") from and against any claim or cause of action for personal injury, wrongful death, emotional distress, or property or other damage that may occur arising out of my participation in the Program, and you release the Program (all Released Parties) from any liability direct, indirect, punitive, incidental, consequential or other damages. This Agreement applies to any losses, costs, or expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, anticipated or unanticipated at the time of the execution of this Agreement, including any information of any nature which, if known by you on the date of execution of this Agreement, may have materially affected your decision to execute this Agreement and specifically this Agreement.

## **CONFIDENTIAL/PROPRIETARY INFORMATION.**

You acknowledge and agree that any and all non-public, proprietary information marked "confidential" or represented as confidential, including but not limited to information regarding Students, which is provided to or obtained by you from YACM's officers, directors, employees, contractors, students, or from documentation or by any other means during the course of this Agreement, is confidential, proprietary information of YACM. This provision regarding proprietary and confidential information shall survive the expiration or termination of this Agreement.

## **DISPUTE RESOLUTION; ATTORNEYS' FEES AND VENUE**

The parties agree to engage in good faith discussions with each other if a dispute should arise and to try to resolve the issue informally. However, if an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled from the non-prevailing party. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of , State of California for any proceeding arising hereunder.

## **SOLE AND ONLY AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services described in this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party that are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

## **SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

## **ASSIGNMENT**

Neither party may assign or transfer this Agreement without the express written consent of the other party.

**GOVERNING LAW**

This Agreement shall be construed and governed pursuant to the laws of the State of California.

**SURVIVAL**

The provisions of this Agreement which are necessary to enforce or interpret it in the event of a dispute, both as to the letter and spirit of the Agreement, shall survive the expiration or termination of this Agreement.

**WAIVER OF CIVIL CODE § 1542**

You are aware and understand that you may have rights under California Civil Code section 1542, which states as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." You hereby knowingly and expressly waive any rights conferred under that code section, as well as any similar law of any state or territory of the United States.