



## community school of music and arts

### Letter of Agreement

between

**the Mountain View Whisman School District and the Community School of Music & Arts.**

This non-binding Letter of Agreement summarizes the principal terms that the **Mountain View Whisman School District** located at 750 San Pierre Way, Mountain View, CA 94043 ("MVWSD") and **The Community School of Music and Arts** located at 230 San Antonio Circle, Mountain View, CA 94040 ("CSMA") have been discussing with respect to implementing the Art4Schools and Music4Schools Programs ("Programs") at the Mountain View elementary schools during the 2018-19 school year.

1. Program Description. CSMA will hold one-hour long art classes for the number of days specified in the attached Addendum providing from August 2018 through June 2019. The programs will be held at the eight MVWSD elementary schools in Mountain View, California locations unless the parties agree otherwise.
2. Instructors. The students will be taught an art and music curriculum by professional artists/musicians or arts educators ("Instructors") selected and vetted by CSMA. Before being allowed to teach at the MVWSD elementary schools, all Instructors will be given a tuberculosis test, fingerprinted and undergo a criminal background check in accordance with Department of Justice guidelines.
3. Rescheduling of classes. If the Instructor is unavailable to teach a scheduled class and no substitute is available, the class will be made up at a later date within the school year. If the school or a Classroom Teacher needs to cancel a class, they must provide at least 24-hours' notice to receive a make-up class. If the school or a Classroom Teacher cancels a class with less than 24-hours' notice, no make-up class will be given. If, after all attempts have been made to make-up a class and no make-up time was found, there will be no refund for the missed class(es).
4. School or a Classroom Teacher needs to cancel a class, they must provide at least 24-hours' notice to receive a make-up class. If a school site or a Classroom Teacher cancels a class with less than 24-hours' notice, no make-up class will be given. If, after all attempts have been made to make-up a class and no make-up time was found, there will be no refund for the missed class(es).
5. CSMA Responsibilities. In connection with the Programs, CSMA will (a) develop the Program's in class curriculum such that it meets the California Visual and Performing Arts Standards; (b) supply the necessary art materials for each art class it conducts; (c) hire and pay the Instructors; (d) perform any necessary project management related to the program; and (e) organize a community art show/musical performance at the end of school year.
6. MVWSD Responsibilities. In connection with the Programs, MVWSD will (a) provide facilities, including working sinks tables, chairs and basic storage; (b) participate with CSMA in the planning and implementation of the program; and (c) set clear guidelines for student behavior.

7. Insurance Coverage. CSMA agrees to maintain an insurance policy in the minimum amount of \$1,000,000 to cover any negligent acts committed by CSMA or its Instructors while providing services to MVWSD and shall name MVWSD as an additional insured.
8. Non-Solicit. MVWSD agrees that during the Program and for twelve (12) months thereafter MVWSD will not, directly or indirectly, recruit, or attempt to recruit any Instructor.
9. Limitation of Liability. Under no circumstances will either party be liable to the other party in connection with this Agreement for any consequential, incidental, indirect, special, or reliance damages (or any loss of revenue or profits), however caused, whether for breach of contract, negligence or under any other legal theory, whether foreseeable or not and whether or not the other party has been advised of the possibility of such damages.
10. Governing Law. This Agreement will be governed by California law without regard to conflicts of laws principles.
11. Entire Agreement; Amendment. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties.
12. Assignment. Neither party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement without the other party's consent to any person or entity that acquires or succeeds to all or substantially all of such party's business or assets.
13. Termination of Agreement Except with respect to Sections 7-12, either party may terminate this Agreement at any time upon written notice to the other party, and the parties will have no further obligations hereunder unless and until a definitive agreement is signed.
14. Non-Binding. Except for this Section 12, this Agreement is a statement of the parties' present intentions only, and is not legally binding upon either the MVWSD or CSMA, with no agreement being created by estoppel, reliance or otherwise. Neither party will have any obligation to negotiate a definitive agreement regardless of the existence of this Agreement.

**IN WITNESS WHEREOF**, as of the Effective Date, an authorized representative of each party has duly executed this Agreement. The Effective Date will be the latter of the two signatures below.

  
 Vickie Scott Grove  
 Executive Director

  
 District Representative

Ayinde Rudolph  
 Printed Name

3/12/18  
 Date

3/22/18  
 Date

\_\_\_\_\_  
 Person to be sent invoice for payment

ayinderudolph arudolph@mvwsd.org  
 email phone

3/28/17

**MEMORANDUM OF UNDERSTANDING: ADDENDUM**  
**Art4Schools Program**

**Addendum I: Facilities Support for the A4S and M4S Programs**

MVWSD provides the location(s) and facilities for the Art4Schools & Music4Schools programs:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 35 students.
- A teacher-preparation space
- Working sink and tables, chairs for each student in art.

**Addendum II: School Contribution to Program Costs**

This is an agreement between the Community School of Music and Arts and the MVWSD confirming that CSMA will provide an in-school art and music program for grades TK through five and SDC classrooms as described below.

ART	Hrs	Classrooms	Rate	Costs	Subsidy	District Cost
GR TK - 2 & SDC	12	86	95	\$98,040	\$24,510	\$73,530
GR 3 - 4 & SDC	22	46	95	\$96,140	\$24,035	\$72,105
GR 5	33	8	95	\$25,080	\$6,270	\$18,810
<b>Total Art</b>				<u>\$219,260</u>	<u>\$54,815</u>	<u>\$164,445</u>
MUSIC	Hrs	Classrooms	Rate	Costs	Subsidy	District Cost
GR TK - 2 & SDC	11	86	95	\$89,870	\$22,468	\$67,402
GR 3 - 4 & SDC	16.5	46	95	\$72,105	\$18,026	\$54,079
GR 5	33	32	95	\$100,320	\$25,080	\$75,240
<b>Total Music</b>				<u>\$262,295</u>	<u>\$65,574</u>	<u>\$196,721</u>
<b>Total In School</b>				<b>\$481,555</b>	<b>\$120,389</b>	<b>\$361,166</b>
Music in Action concerts				\$16,500		\$16,500
Recorders for 630				\$4,095		\$4,095
<b>Grand Total</b>				<u><b>\$502,150</b></u>	<u><b>\$120,389</b></u>	<u><b>\$381,761</b></u>

This agreement is based on class counts as of September 2018.

For these services, payments will be made to the Community School of Music and Arts in the total amount of \$381,761.

Payments to be made in two portions:

\$190,881 to be paid September 15, 2018 upon receipt of invoice

\$190,880 to be paid January 15, 2019 upon receipt of invoice