



## community school of music and arts

### **MEMORANDUM OF UNDERSTANDING between MVWSD School and the Community School of Music and Arts.**

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that the **MVWSD** located at **1400 Montecito Avenue, 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 Program ("Program") at MVWSD schools during the **2019-2020 school year**.

1. Program Description. CSMA will hold in-school art and music classes as specified in the attached Addendum provided from **August 2019** through **June 2020**. The program will be held at MVWSD schools, Mountain View, California, locations unless the parties agree otherwise.
2. Instructors. The students will receive an art and music curriculum by professional arts educators/teaching artists ("Instructors") selected and vetted by CSMA. Before being allowed to teach at MVWSD 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 MVWSD or a Classroom Teacher needs to cancel a class, they must provide at least 24-hours' notice to receive a make-up class. If MVWSD 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. CSMA Responsibilities. In connection with the Program, CSMA will: (a) develop the Programs' curriculum such that it meets the California Visual and Performing Arts Standards; (b) supply the necessary materials for each class it conducts; (c) hire and pay the Instructors; (d) perform any necessary project management related to the program; and (e) organize one school-wide art show and one concert for each grade level or one in-class performance for each music class.
5. MVWSD Responsibilities. In connection with the Programs, MVWSD will (a) provide facilities, including adequate space, working sinks, tables, chairs and secure storage; (b) participate with CSMA in the planning and implementation of the program; and (c) ensure classroom teacher is present in the room and shares responsibility for student behavior.
6. 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 schools and shall name MVWSD as an additional insured.
7. 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.
8. Limitation of Liability. Under no circumstances will either party be liable to the other party in connection with this MOU 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.

9. Governing Law. This MOU will be governed by California law without regard to conflicts of laws principles.
10. Entire Agreement; Amendment. This MOU 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.
11. Assignment. Neither party may assign this MOU or any right, interest or benefit under this MOU without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this MOU 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.
12. Termination of MOU. Except with respect to Sections 7-12, either party may terminate this MOU 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.
13. Non-Binding. Except for this Section 12, this MOU is a statement of the parties' present intentions only, and is not legally binding upon either MVWSD School 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 MOU.

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

\_\_\_\_\_  
 Vickie Scott Grove  
 Executive Director, CSMA

\_\_\_\_\_  
 MVWSD School Representative

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Person to receive invoice

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Phone

3/28/2019

MEMORANDUM OF UNDERSTANDING: **ADDENDUM A**  
Art4Schools and Music4Schools Programs

**I: Facilities Support for the A4S Program**

MVWSD provides the location(s) and facilities for the Art4Schools program:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 35 students.
- Classroom with tables and chairs for each student in art
- Classroom with working sink
- A separate teacher-preparation space which includes sink access
- Secured storage space for art supplies

**II: Facilities Support for the M4S Program**

MVWSD provides the location(s) and facilities for the M4S program:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 35 students.
- Classroom for grades TK-3 with room for movement
- Classrooms for 5th grade music with adequate space for instrumental program and access to music stands
- Secured storage space for music supplies

3/28/2019

MEMORANDUM OF UNDERSTANDING: **ADDENDUM B**  
 Art4Schools and Music4Schools Programs

ART	Hrs	Classrooms	Rate	Costs	Subsidy	District Cost
GR TK - 2 & SDC	12	86	99	\$102,168	\$25,542	\$76,626
GR 3 - 4 & SDC	22	45	99	\$98,010	\$24,503	\$73,508
GR 5	32	8	99	\$25,344	\$6,336	\$19,008
<b>Total Art</b>				<b>\$225,522</b>	<b>\$56,381</b>	<b>\$169,142</b>

  

MUSIC	Hrs	Classrooms	Rate	Costs	Subsidy	District Cost
GR TK - 2 & SDC	11	86	99	\$93,654	\$23,414	\$70,241
GR 3 - 4 & SDC	16.5	45	99	\$73,508	\$18,377	\$55,131
GR 5	32	32	99	\$101,376	\$25,344	\$76,032
<b>Total Music</b>				<b>\$268,538</b>	<b>\$67,134</b>	<b>\$201,403</b>

  

<b>Total Art/Music</b>				<b>\$494,060</b>	<b>\$123,515</b>	<b>\$370,545</b>
Music in Action Concerts*				\$8,000		\$8,000
Recorders for 560				\$3,640		\$3,640
<b>Grand Total</b>				<b>\$505,700</b>	<b>\$123,515</b>	<b>\$382,185</b>

\*2 Music in Action Concerts at 8 sites (Mistral/Castro combined)

For these services, payments will be made to the Community School of Music and Arts in the total amount of \$382,185