



community school of music and arts

MEMORANDUM OF UNDERSTANDING between

Benjamin Bubb Elementary School and the Community School of Music and Arts

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that **Benjamin Bubb Elementary School** located at **525 Hans Ave, Mountain View, CA 94040** ("Benjamin Bubb Elementary School") 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 Program ("Program") at Benjamin Bubb Elementary School during the **2019-2020 school year**.

1. Program Description. CSMA will hold in-school art classes as specified in the attached Addendum provided from **August 2019** through **June 2020**. The program will be held at Benjamin Bubb Elementary School in the Santa Clara, California, location unless the parties agree otherwise.
2. Instructors. The students will receive an art curriculum by professional arts educators/teaching artists ("Instructors") selected and vetted by CSMA. Before being allowed to teach at Benjamin Bubb Elementary School, 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 Benjamin Bubb Elementary 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 Benjamin Bubb Elementary 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. 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.
5. Benjamin Bubb Elementary School Responsibilities. In connection with the Programs, Benjamin Bubb Elementary School 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 Benjamin Bubb Elementary School schools and shall name Benjamin Bubb Elementary School as an additional insured.
7. Non-Solicit. Benjamin Bubb Elementary School agrees that during the Program and for twelve (12) months thereafter, Benjamin Bubb Elementary School 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 Benjamin Bubb Elementary 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.

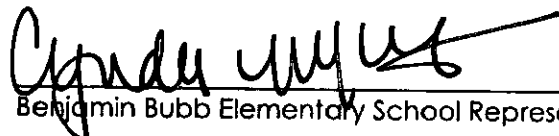
IN WITNESS WHEREOF, as of the Effective Date, an authorized representative of each party has duly executed this MOU. The Effective Date will be the latter of the two signatures below.



 Vickie Scott Grove
 Executive Director, CSMA

7/30/19

 Date



 Benjamin Bubb Elementary School Representative

Cyndee Nguyen

 Printed Name

8/7/19

 Date

Cyndee Nguyen

 Person to receive invoice

cnnguyen@muvnsd.org

 Email

650-526-3480

 Phone

7/30/19

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

I: Facilities Support for the A4S Program

Benjamin Bubb Elementary School 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

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

This is an agreement between the Community School of Music and Arts and Bubb Elementary School confirming that CSMA will provide a lunch time art program serving grades 1-5 with two half hour meetings once per week for 30 weeks. CSMA will charge \$49.50 per half hour class meeting from September 2019 through May 2019.

This 30 week class meets on Mondays in designated room from 12pm to 1pm (30 min. each for grades 1-3 and 4-5). Grades 1-3 will have a maximum of 24 students and grades 4-5 will have a maximum of 18 students.

Art4Schools	Lunchtime Art	Grades 1-5
Duration of class		30 minutes
# of lessons (2/wk for 30 weeks)		60
Cost per classroom (\$49.50 x 30 wks)		\$1,485
# of half hour sessions		2
Total Cost for Lunchtime Art Program		\$2,970
For these services, Benjamin Bubb Elementary School will make payments to the Community School of Music and Arts in the total amount of		\$2,970
Due upon receipt of invoice September 15, 2019		\$2,970