



community school of music and arts

MEMORANDUM OF UNDERSTANDING between MVWSD Preschool Program and the Community School of Music and Arts

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that **MVWSD Preschool Program** located at **1850 Latham Street, Mountain View, CA 94041** ("MVWSD Preschool Program") 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") for Graham Preschool, Theuerkauf Preschool, and Latham Preschool during the **2020-2021 school year**.

1. Program Description. CSMA will hold art and music classes as specified in the attached Addendum provided from **October 2020** through **June 2021**. The program will serve Graham Preschool, Theuerkauf Preschool, and Latham Preschools 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 Preschool Program, 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 Preschool Program 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 Preschool Program 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 to meet the California Visual and Performing Arts Standards; (b) supply the necessary materials for each class it conducts at school sites if the sharing of supplies is permitted by COVID-guidelines; (c) hire and pay the Instructors; and (d) perform any necessary project management related to the program.
5. MVWSD Preschool Responsibilities. For any onsite classes, MVWSD Preschool 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. In the event of online classes, the classroom teacher will set up the class, invite students and the CSMA Instructor to participate and remain present to end the meeting.
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 Preschool Program schools and shall name MVWSD Preschool Program as an additional insured.
7. Non-Solicit. MVWSD Preschool Program agrees that during the Program and for twelve (12) months thereafter, MVWSD Preschool Program 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 Preschool Program 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 Preschool Program Representative

Cathy Baur, Chief Academic Officer

 Printed Name

 Date

 Date

 Long Ngo

 Person to receive invoice

 accountspayable@mvwsd.org

 Email

 (650) 526-3500 x1080

 Phone

9/10/20

MEMORANDUM OF UNDERSTANDING: ADDENDUM A
MVWSD Preschool Art and Music Program

This is an agreement between the Community School of Music and Arts and MVWSD Preschool Program confirming that CSMA will provide a quality, curriculum-based art and music distance learning program for the MVWSD Preschool Program for students at Theuerkauf, Latham, and Graham preschools. For 28 weeks, students from 7 classes will alternate between an interactive, hands-on art or music experience led by 2 CSMA teachers according to an agreed upon schedule.

Session Details	Music lessons	Art lessons
# of sessions	14	14
Cost per classroom (\$99 x 14 wks)	\$1,386	\$1,386
# of classrooms	7	7
Subtotal for Art and Music lessons	\$9,702	\$9,702
Provided Supplies	\$644	\$1,035
Total Cost for MVWSD Preschool Art and Music Program		\$21,083
<i>Subsidy from CSMA</i>		-\$19,083
For these services, MVWSD Preschool Program will make payments to the Community School of Music and Arts in the total amount of		\$2,000
Due October 1, 2020		\$2,000

Program Adaptation to Schools Reopening Following COVID

CSMA will provide flexible instructional units that may be delivered online, in person, or by a combination of the two formats. Online classes will include a written lesson plan and a video of the lesson to be shared with the students by the classroom teacher. The school will work directly with the CSMA Instructor to schedule virtual sessions.