



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 **2021-2022 school year**.

1. Program Description. CSMA will provide art and music classes as specified in the attached Addendum from August 2021 through June 2022. The program will serve MVWSD schools in Mountain View, California unless the parties agree otherwise.
2. Instructors. The students will receive an art and music curriculum developed by professional arts educators/teaching artists ("Instructors") selected and screened 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 an 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 is 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 Responsibilities. For any onsite classes, 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. 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 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

6/2/2021

MEMORANDUM OF UNDERSTANDING: ADDENDUM A
Additional Program Information

ART	Sessions	Classrooms	Rate	Costs	Subsidy	District Cost
Grade TK - 2 & SDC	12	75	\$99	\$89,100	\$22,275	\$66,825
Grade 3 - 4 & SDC	22	45	\$99	\$98,010	\$24,503	\$73,507
Grade 5	30	20	\$99	\$59,400	\$14,850	\$44,550
Subtotal for Art4Schools				\$246,510	\$61,628	\$184,882

MUSIC	Sessions	Classrooms	Rate	Costs	Subsidy	District Cost
GR TK - 2 & SDC	22	75	\$49.50	\$81,675	\$20,419	\$61,256
Grade 3	22	25	\$74.25	\$40,838	\$10,210	\$30,628
Grade 4 - Recorder Curriculum	22	20	\$74.25	\$32,670	\$8,168	\$24,502
Grade 5 - Instrumental Program	30	36	\$99	\$106,920	\$26,730	\$80,190
Subtotal Music4Schools				\$262,103	\$65,527	\$196,576

	Sessions	Classrooms	Rate	Costs	Subsidy	District Cost
CSMA Instructional Cost				\$508,613	\$127,155	\$381,458
Onsite Art Shows*	9		\$1,000	\$9,000		\$9,000
Grade Level Performances (TK-4th)*	45		\$275	\$12,375		\$12,375
Music in Action Concerts**		16	\$500	\$8,000		\$8,000
Recorders for 560 students		20	\$182	\$3,640		\$3,640
Total Program Cost				\$541,628	\$127,155	\$414,473

* Optional Program Costs: if these components are declined, the January invoice will be adjusted.

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

For these services, MVWSD will make payments to the Community School of Music and Arts in the total amount of

\$414,473

Due upon receipt of invoice September 15, 2021

\$207,236.50

Due upon receipt of invoice January 15, 2022

\$207,236.50

6/2/2021

MEMORANDUM OF UNDERSTANDING: **ADDENDUM B**
Additional Program Information

I. Music4Schools In-Class Performances and Concerts

- The M4S program for grades TK-4 includes one in-class performance, "Informance," during the last scheduled class of the program.
- If grade level concerts are requested, concert space will be provided by the school; an acoustic piano in good working condition will be available for use; and the concerts will be held during the school day.

II. Additional Information for Onsite Facilities Needs

Art4Schools Program

- Classrooms with adequate space for up to 35 students and equipped with tables and chairs for each student and a working sink
- A separate teacher-preparation space which includes sink access
- Secured storage space for art supplies

Music4Schools Program

- Classrooms with adequate space for up to 35 students
- TK-4 classrooms should provide adequate for movement to permit the teaching of all instructional units
- 5th grade classrooms should provide adequate space for the instrumental program and access to music stands
- Secured storage space for music supplies

III. Program Adaptation to School or Classroom Closures

- In the event of a school or classroom closure, CSMA will deliver flexible lesson units that may be delivered online or by pre-recording.
- The school or classroom teacher will work directly with the CSMA program administrators to schedule virtual or pre-recorded sessions.