



## 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 the **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 Art and Music Preschool Program ("Program") at Graham Preschool, Theuerkauf Preschool, and Latham Preschool during the **2021-2022 school year**.

1. Program Description. CSMA will provide art and music classes as specified in the attached Addendum from September 2021 through June 2022. The program will serve the MVWSD Preschool Program sites (Graham Preschool, Theuerkauf Preschool, and Latham Preschool) 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 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 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 the 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 the 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 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 guidelines; (c) hire and pay the Instructors; and (d) perform any necessary project management related to the program.
5. MVWSD Preschool Program Responsibilities. For any onsite classes, MVWSD Preschool Program 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 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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

08/30/2021

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

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 program for the MVWSD Preschool Program at Theuerkauf, Latham, and Graham preschool sites. For 28 weeks, students from 11 classes will alternate between an interactive, hands-on art or music experience led by a CSMA teacher each week

<b>Art4Schools</b>	<b>Music lessons</b>	<b>Art lessons</b>
# of sessions	14	14
Cost per classroom (\$99 x 14 sessions)	\$1,386	\$1,386
# of classes	11	11
	\$15,246	\$15,246
Total Cost for MVWSD Preschool Art and Music Program		<b>\$30,492</b>
Subsidy from CSMA		-\$28,492
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 upon receipt of invoice September 15, 2021		<b>\$2,000</b>

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

I: CSMA will assure that all teachers/staff assigned to work at MVWSD schools will provide documentation of being fully vaccinated for COVID-19. Fully vaccinated means that 14 days have passed since the second dose of a two-dose vaccine or 14 days from the date of a one-dose vaccine. For any staff member that is unable to be vaccinated, CSMA will ensure that anyone assigned to MVWSD schools is at a minimum tested weekly or in compliance with MVWSD policies and procedures. Documentation of vaccine status is to be shared with the District to ensure compliance.

II: Facilities Support for the A4S Program

MVWSD Preschool Program 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 (if sharing of supplies is allowed by county guidelines)