

**MEMORANDUM OF UNDERSTANDING BETWEEN
JOSE ANTONIO VARGAS ELEMENTARY SCHOOL AND THE COMMUNITY SCHOOL OF MUSIC AND
ARTS**

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that **Jose Antonio Vargas Elementary School** located at 220 N Whisman Rd, Mountain View, CA 94043 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 CSMA After School Music and Art Program for Jose Antonio Vargas Elementary School during the **2021-2022 school year**.

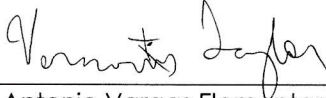
1. Program Description. CSMA will provide **After School Art and Music Programs** as specified in the attached Addendum from March 2022 through June 2022. The program will serve Jose Antonio Vargas Elementary School in Mountain View, California unless the parties agree otherwise.
2. Instructors. The 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 Vargas 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 Vargas 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 Vargas 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; (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. Vargas Elementary School Responsibilities. For any onsite classes, Vargas Elementary School will (a) provide facilities per Addendum B; (b) participate with CSMA in the planning and implementation of the program; and (c) set clear standards for student behavior.
6. Insurance Coverage. CSMA agrees to maintain an insurance policy in the minimum amount of \$2,000,000 to cover any negligent acts committed by CSMA or its Instructors while providing services to Vargas Elementary School and shall name Vargas Elementary School as an additional insured.
7. Non-Solicit. Vargas Elementary School agrees that during the Program and for twelve (12) months thereafter, Vargas 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 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



 Jose Antonio Vargas Elementary School
 Representative

Vernorris Taylor

 Printed Name

3/3/22

 Date

3/3/22

 Date

 Mountain View Whisman School District
 Representative

Cathy Baur, Chief Academic Officer

 Printed Name

 Date
John Zepezauer

 Person to receive invoice
 accounts payable@mvwsd.org

 Email
 650-526-3500 ext. 1082

 Phone

2/18/2022

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

After School Art and Music Programs	Sessions	Rate/Session	Students	Cost
Art Club	10	\$17.50	12	\$2,100
Ukulele Club	10	\$17.50	20	\$3,500
Total Program Cost				\$5,600

Payment will be due upon receipt of invoice.

SACS Coding: 010-7422-0-5830-00-1110-1000-000000-007-0201

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

I. Facilities Support for the A4S After School Program

Vargas Elementary School will provide the location(s) and facilities for the Art4Schools program:

- Classroom setting for teachers to conduct instruction to 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)

II. Facilities Support for the M4S After School Program

Vargas Elementary School will provide the location(s) and facilities for the M4S program:

- Classroom setting for teachers to conduct instruction to students
- Classroom with room for movement
- Secured storage space for music supplies
- Piano or keyboard

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

Mountain View Whisman District Provisions

I. Confidentiality Clause

The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

II. Covid-19 Provision

Vaccination / Testing. Contractor agrees to the following COVID-19 vaccination/testing requirements with respect to any of Contractor's employees, agents, consultants, subconsultants, or employees of consultants and subconsultants ("Applicable Worker(s)"):

III. Vaccination Provision

Before any Applicable Worker enters a District site to perform the Services, Contractor shall verify that Any Applicable Worker:

Is Fully Vaccinated. "Fully Vaccinated" shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Worker, including any booster, to the extent approved and required by public health guidelines.

Who has requested and obtained an accommodation from Contractor from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), is subject to daily COVID-19 testing for each and every day that Applicable Worker will perform Services on a District site, and that any such test demonstrates a negative COVID-19 test.

Contractor shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the District upon request.