



community school of music and arts

MEMORANDUM OF UNDERSTANDING

between

Mountain View Whisman School District and the Community School of Music and Arts

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that Mountain View Whisman School District ("MVWSD") located at **1400 Montecito Avenue, Mountain View, CA 94043** and **The Community School of Music and Arts** located at 230 San Antonio Circle, Mountain View, CA 94040 ("CSMA") have discussed to with respect to the Art4Schools and Music4Schools Programs ("Programs") for the **2022-2023 school year**.

1. Program Description. CSMA will provide art and/or music classes as specified in the attached Addendum from August 2022 through June 2023. The program will serve 9 school(s) in Mountain View, California unless the parties agree otherwise.
2. Instructors. The students will receive an art and/or music curriculum presented by professional arts educators/teaching artists ("Instructors") selected and screened by CSMA. CSMA will ensure that all Instructors and CSMA employees who may have contact with MVWSD students will meet the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and felony conviction status as that term is defined in Education Code section 45122.1. Instructors will also complete a Tuberculosis test assessment reviewed by a healthcare provider, and, if risk factors are identified, a TB test and examination performed by the provider.
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 tasks related to the program.
5. MVWSD Responsibilities. For any onsite classes, the 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 \$2,000,000 to cover any negligent acts committed by CSMA or its Instructors while providing services to MVWSD 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 enter into any contract of employment agreement directly or indirectly with an Instructor related to arts and music instruction.
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, punitive, 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 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.
14. Confidentiality Clause. CSMA and all of CSMA's program employees and Instructors will maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality will extend beyond the termination of this Agreement.

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

Date

XXX School Representative

Printed Name

Date

5/19/2022

MEMORANDUM OF UNDERSTANDING: **ADDENDUM A**

MVWSD Art4Schools and Music4Schools Program Cost

ART	Sessions	Classrooms	Rate	Costs	Subsidy	District Cost
Grade TK - 2 & SDC	12	79	\$103	\$97,644	\$24,411	\$73,233
Grade 3 - 4 & SDC	24	42	\$103	\$103,824	\$25,956	\$77,868
Grade 5	30	9	\$103	\$27,810	\$6,953	\$20,857
Subtotal for Art4Schools				\$229,278	\$57,320	\$171,958

MUSIC	Sessions	Classrooms	Rate	Costs	Subsidy	District Cost
Grade TK - 2 & SDC	24	79	\$51.50	\$97,644	\$24,411	\$73,233
Grade 3 & SDC	24	22	\$77.25	\$40,788	\$10,197	\$30,591
Grade 4 - Recorder Curriculum	24	20	\$77.25	\$37,080	\$9,270	\$27,810
Grade 5 - Instrumental Program*	30	36	\$103	\$111,240	\$27,810	\$83,430
Subtotal Music4Schools				\$286,752	\$71,688	\$215,064

	Sessions	Classrooms	Rate	Costs	Subsidy	District Cost
CSMA Instructional Cost				\$516,030	\$129,008	\$387,022
Onsite Art Shows*	9		\$1,200	\$10,800		\$10,800
Grade Level Performances (TK-4th)**	45		\$300	\$13,500		\$13,500
Music in Action Concerts***	16		\$750	\$12,000		\$12,000
Recorders for 560 4th grade students		20	\$225	\$4,500		\$4,500
Total Program Cost				\$556,830	\$129,008	\$427,822

* Represents multiple classrooms per school due to instrument groups

** 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)

**** The above classroom counts includes 4 SDC and 1 MedFrag.

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

\$427,822

Due September 15, 2022

\$213,911

Due January 15, 2023

\$213,911

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," to take place during the last scheduled class of the program.
- If grade level concerts are requested, the School will provide a) concert space and b) an acoustic piano in good working condition. All concerts will be held during the school day.

II. Additional Information for Onsite Facilities Needs

Art4Schools Program

- All classrooms/teaching space will have adequate space for up to 30 students with tables and chairs for each student and a working sink.
- All schools will provide a separate teacher-preparation space which includes sink access.
- All schools will provide secured storage space for art supplies as some CSMA program supplies will be stored onsite.
- All schools participating in the ceramics program component must have a kiln on campus which has been assessed for safety and reliable use by a third party before the start of the ceramics lessons. If no such kiln is available, a different 3D medium will be substituted.

Music4Schools Program

- All schools will provide classrooms or alternative room with adequate space for up to 30 students.
- TK-4 classrooms should provide adequate space for movement to permit the teaching of all instructional units.
- 5th-grade classrooms should provide adequate space for the instrumental program (if applicable) and access to music stands.
- All schools will provide secured storage space for music supplies as some CSMA program supplies will be stored onsite.

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 managers to schedule virtual or pre-recorded sessions.

MEMORANDUM OF UNDERSTANDING: **ADDENDUM C**

Additional MOU Special Covid-19 Provision

Effective August 1, 2022

Vaccination / Testing. CSMA agrees to the following COVID-19 vaccination/testing requirements with respect to any of CSMA employees and Instructors ("Applicable Worker(s)"):

III. Vaccination Provision

Before any Applicable Worker enters a MVWSD site to perform the Services, CSMA will verify that Any Applicable Worker:

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

For Any Applicable Worker who has requested and obtained an accommodation from CSMA from the above 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.), the Applicable Worker is subject to the COVID-19 testing requirements of the Mountain View Whisman School District.

CSMA will maintain written documentation reflecting verification of the testing/vaccination requirements and will attest to vaccination status to the Mountain View Whisman School District upon request.