



community school of music and arts

MEMORANDUM OF UNDERSTANDING

MVWSD Preschool Program and the Community School of Music and Arts, 2022-23

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that **MVWSD Preschool Program** ("School/District") 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 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 11 preschool classrooms 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 School/District 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 the School/District or a Classroom Teacher needs to cancel a class, they must provide at least 24 hours' notice to receive a make-up class. If School/District 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. School/District Responsibilities. For any onsite classes, the School/District 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 School/District and shall name School/District as an additional insured.
7. Non-Solicit. School/District agrees that during the Program and for twelve (12) months thereafter, School/District 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 School/District 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

School Representative

Cathy Baur, Chief Academic Officer
Printed Name

Date

John Zepezauer

Person to receive invoice

jzepezauer@mvwsd.org
Email

650-526-3500 ext. 1082

Phone

MEMORANDUM OF UNDERSTANDING: **ADDENDUM A**
 CSMA Music4Schools and Art4Schools Program Cost

In-School Program	Music lessons	Art lessons
# of sessions	14	14
Cost per classroom (\$103 x 14 sessions)	\$1,442	\$1,442
# of classes	11	11
	\$15,862	\$15,862
Total Cost for MVWSD Preschool Art and Music Program		\$31,724
<i>Subsidy from CSMA</i>		-\$28,400
For these services, MVWSD Preschool Program will make payments to the Community School of Music and Arts in the total amount of		\$3,324
Due upon receipt of invoice October 15, 2022		\$3,324

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

I. Additional Information for Onsite Facilities Needs

Art4Schools Program

- 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.
- As Faculty are compensated on an hourly basis, schedules must reflect reasonable break times between classes of no more than 45 minutes or additional costs will apply.

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.

II. 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.

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 School/District 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 School/District.

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