



## community school of music and arts

### MEMORANDUM OF UNDERSTANDING

#### **Amy Imai Elementary and the Community School of Music and Arts**

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that **Amy Imai Elementary School** ("School") located at 253 MArtens Ave, Mountain View, CA 94040 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 Amy Imai Elementary School during the **2022-2023 school year**.

1. 1. Program Description. CSMA will provide After School Art and Music Programs as specified in the attached Addendum from April 7, 2023 through May 19, 2023. The program will serve Amy Imai Elementary School 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 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, Imai 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 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

\_\_\_\_\_  
MVWSD Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

MEMORANDUM OF UNDERSTANDING: **ADDENDUM A**

CSMA Music4Schools Program Cost

<b>CSMA After School Music</b>	<b>Sessions</b>	<b>Students</b>	<b>Rate</b>	<b>Tuition per Student</b>	<b>Cost</b>
After School Chorus, Grade 2 - 5 (1 hour instruction)	6	30	\$15.00	\$90	<b>\$2,700</b>

**For these services, Imai Elementary will make payments to the Community School of Music and Arts in the total amount of: \$2,700**

Due upon receipt of invoice by April 21, 2023 \$2,700

## 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.