



## 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 **2025-2026 school year**.

1. Program Description. CSMA will provide art and/or music classes as specified in the attached Addendum from August 2025 through June 2026. 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 30-days 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.

\_\_\_\_\_  
Adriana Marcial  
Executive Director, CSMA

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

<b>ART4SCHOOLS</b>	Sessions	Classrooms	Rate	Full Cost
Grade TK - 2 & SAI	12	81	\$119	\$115,668
Grade 3-4	24	43	\$119	\$122,808
Grade 5	30	21	\$119	\$74,970
Add On: Option A, Onsite Art Show*	n/a	145	\$155	\$22,475
<b>Subtotal for Art4Schools</b>				<b>\$335,921</b>
<b>MUSIC4SCHOOLS</b>	Sessions	Classrooms	Rate	Full Cost
Grade TK - 2 & SAI	24	81	\$62	\$120,528
Grade 3	24	22	\$93	\$49,104
Grade 4, includes Recorder Curriculum	24	20	\$119	\$57,120
Grade 4 - Recorder Kits (up to 30 per classroom)	n/a	20	\$346	\$6,920
Grade 5 - Instrumental Program	30	22	\$119	\$78,540
Grade Level Performances (TK-4th)	n/a	51	\$464	\$23,664
<b>Subtotal Music4Schools</b>				<b>\$335,876</b>
<b>Subtotal Program Cost</b>				<b>\$671,797</b>
<i>Subsidy</i>				<i>-\$125,000</i>
<b>Total Program Cost</b>				<b>\$546,797</b>

**\*Art4Schools Art Show Options:**

- **Art Show Option A** is a culminating end of year art show curated, hosted, and coordinated by CSMA Staff and Faculty. Each student gets to select one piece of their artwork to exhibit in this community art exhibit.

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

**Art4Schools Program**

- Class Length: All grades are 45 - 60 minutes in length determined by the school bell schedule.
- 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.
- During CSMA Art classes, the classroom teacher must be present for the duration of the lesson. Presence of the classroom teacher is important for classroom management and safety. Teachers are encouraged to participate with students in the art projects.

**Music4Schools Program**

- Class Length: TK-2 classes are 30 minutes, 3rd grade classes are 45 minutes, 4-5th grade classes are 50-60 minutes.
- All schools will provide classrooms or alternative rooms with adequate space for up to 30 students.
- 5th Grade classes to be provided in two large spaces such as the MUR and library, etc to accommodate band and strings programs.
- The M4S program for grades TK-4 includes one in-class performance, "Informance," to take place during the last scheduled class of the program.
- For Grade Level performances, the School will provide a) concert space (MUR) and b) an acoustic piano in good working condition. All concerts will be held during the school day.
- All schools will provide secured storage space for music supplies and instruments as some CSMA program materials will be stored onsite.
- During CSMA Music classes, the classroom teacher must be present for the duration of the lesson. Presence of the classroom teacher is important for classroom management and safety.

**Mountain View Whisman School District**

Art4Schools & Music4Schools Program Quote

Updated 5/12/25

Grades TK-5 & SAI

2025/2026 School Year



**A4S Program**

**Castro Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	7	\$119	\$1,428	\$9,996
Grade: 3-4	24	4	\$119	\$2,856	\$11,424
Grade: 5	30	2	\$119	\$3,570	\$7,140
Add-on: Option A, Onsite Art Show*	n/a	13	n/a	\$155	\$2,015
				<b>TOTAL</b>	<b>\$30,575</b>

**Mistral Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	10	\$119	\$1,428	\$14,280
Grade: 3-4	24	5	\$119	\$2,856	\$14,280
Grade: 5	30	2	\$119	\$3,570	\$7,140
Add-on: Option A, Onsite Art Show*	n/a	17	n/a	\$155	\$2,635
				<b>TOTAL</b>	<b>\$38,335</b>

**Monta Loma Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	10	\$119	\$1,428	\$14,280
Grade: 3-4	24	5	\$119	\$2,856	\$14,280
Grade: 5	30	2	\$119	\$3,570	\$7,140
Add-on: Option A, Onsite Art Show*	n/a	17	n/a	\$155	\$2,635
				<b>TOTAL</b>	<b>\$38,335</b>

**Landels Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	10	\$119	\$1,428	\$14,280
Grade: 3-4	24	6	\$119	\$2,856	\$17,136
Grade: 5	30	3	\$119	\$3,570	\$10,710
Add-on: Option A, Onsite Art Show*	n/a	19	n/a	\$155	\$2,945
				<b>TOTAL</b>	<b>\$45,071</b>

**Bubb Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2, & SAI	12	9	\$119	\$1,428	\$12,852
Grade: 3-4	24	4	\$119	\$2,856	\$11,424
Grade: 5	30	2	\$119	\$3,570	\$7,140
Add-on: Option A, Onsite Art Show*	n/a	15	n/a	\$155	\$2,325
				<b>TOTAL</b>	<b>\$33,741</b>

**Theuerkauf Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	9	\$119	\$1,428	\$12,852
Grade: 3-4	24	4	\$119	\$2,856	\$11,424
Grade: 5	30	2	\$119	\$3,570	\$7,140
Add-on: Option A, Onsite Art Show*	n/a	15	n/a	\$155	\$2,325
				<b>TOTAL</b>	<b>\$33,741</b>

**Vargas Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	12	7	\$119	\$1,428	\$9,996
Grade: 3-4	24	5	\$119	\$2,856	\$14,280
Grade: 5	30	3	\$119	\$3,570	\$10,710
Add-on: Option A, Onsite Art Show*	n/a	15	n/a	\$155	\$2,325
				<b>TOTAL</b>	<b>\$37,311</b>

**Stevenson Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2	12	9	\$119	\$1,428	\$12,852
Grade: 3-4	24	6	\$119	\$2,856	\$17,136
Grade: 5	30	3	\$119	\$3,570	\$10,710
Add-on: Option A, Onsite Art Show*	n/a	18	n/a	\$155	\$2,790
				<b>TOTAL</b>	<b>\$43,488</b>

**Amy Imai Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-5	12	10	\$119	\$1,428	\$14,280
Grade: 3-4	24	4	\$119	\$2,856	\$11,424
Grade: 5	30	2	\$119	\$3,570	\$7,140
Add-on: Option A, Onsite Art Show*	n/a	16	n/a	\$155	\$2,480
				<b>TOTAL</b>	<b>\$35,324</b>

<b>A4S Total Program Cost</b>	<b>\$335,921</b>
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**Castro Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	7	\$62	\$1,488	\$10,416
Grade: 3	24	2	\$93	\$2,232	\$4,464
Grade: 4	24	2	\$119	\$2,856	\$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	\$346	\$692
Grade: 5 - Instrumental Program	30	2	\$119	\$3,570	\$7,140
Grade Level Performances TK-4		6	n/a	\$464	\$2,784
				<b>TOTAL</b>	<b>\$31,208</b>

**Mistral Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	10	\$62	\$1,488	\$14,880
Grade: 3	24	3	\$93	\$2,232	\$6,696
Grade: 4	24	2	\$119	\$2,856	\$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	\$346	\$692
Grade: 5 - Instrumental Program	30	2	\$119	\$3,570	\$7,140
Grade Level Performances TK-4		6	n/a	\$464	\$2,784
				<b>TOTAL</b>	<b>\$37,904</b>

**Monta Loma Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	10	\$62	\$1,488	\$14,880
Grade: 3	24	2	\$93	\$2,232	\$4,464
Grade: 4	24	2	\$119	\$2,856	\$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	\$346	\$692
Grade: 5	30	3	\$119	\$3,570	\$10,710
Grade Level Performances TK-4		6	n/a	\$464	\$2,784
				<b>TOTAL</b>	<b>\$39,242</b>

**Landels Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	10	\$62	\$1,488	\$14,880
Grade: 3	24	3	\$93	\$2,232	\$6,696
Grade: 4	24	3	\$119	\$2,856	\$8,568
Grade 4 - 84 Recorder Kits	n/a	3	n/a	\$346	\$1,038
Grade: 5 - Instrumental Program	30	3	\$119	\$3,570	\$10,710
Grade Level Performances TK-4		6	n/a	\$464	\$2,784
				<b>TOTAL</b>	<b>\$44,676</b>

**Bubb Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2 & SAI	24	9	\$62	\$1,488	\$13,392
Grade: 3	24	2	\$93	\$2,232	\$4,464
Grade: 4	24	2	\$119	\$2,856	\$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	\$346	\$692
Grade: 5 - Instrumental Program	30	2	\$119	\$3,570	\$7,140
Grade Level Performances K-4		5	n/a	\$464	\$2,320
				<b>TOTAL</b>	<b>\$33,720</b>

**Theuerkauf Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	9	\$62	\$1,488	\$13,392
Grade: 3	24	2	\$93	\$2,232	\$4,464
Grade: 4	24	2	\$119	\$2,856	\$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	\$346	\$692
Grade: 5 - Instrumental Program	30	2	\$119	\$3,570	\$7,140
Grade Level Performances TK-4		6	n/a	\$464	\$2,784

<b>TOTAL</b>	<b>\$34,184</b>
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**Vargas Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2	24	7	\$62	\$1,488	\$10,416
Grade: 3	24	3	\$93	\$2,232	\$6,696
Grade: 4	24	2	\$119	\$2,856	\$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	\$346	\$692
Grade: 5 - Instrumental Program	30	3	\$119	\$3,570	\$10,710
Grade Level Performances K-4		5	n/a	\$464	\$2,320
				<b>TOTAL</b>	<b>\$36,546</b>

**Stevenson Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: K-2	24	9	\$62	\$1,488	\$13,392
Grade: 3	24	3	\$93	\$2,232	\$6,696
Grade: 4	24	3	\$119	\$2,856	\$8,568
Grade 4 - 84 Recorder Kits	n/a	3	n/a	\$346	\$1,038
Grade: 5 - Instrumental Program	30	3	\$119	\$3,570	\$10,710
Grade Level Performances K-4		5	n/a	\$464	\$2,320
				<b>TOTAL</b>	<b>\$42,724</b>

**Amy Imai Elementary**

Details	Sessions	Classrooms	Per Session	Per Classroom	Cost
Grade: TK-2	24	10	\$62	\$1,488	\$14,880
Grade: 3-4	24	2	\$93	\$2,232	\$4,464
Grade: 4	24	2	\$119	\$2,856	\$5,712
Grade 4 - 56 Recorder Kits	n/a	2	n/a	\$346	\$692
Grade: 5 - Instrumental Program	30	2	\$119	\$3,570	\$7,140
Grade Level Performances TK-4		6	n/a	\$464	\$2,784
				<b>TOTAL</b>	<b>\$35,672</b>

<b>M4S Total Program Cost</b>	<b>\$335,876</b>
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<b>Total Proposed Cost for A4S &amp; M4S</b>	<b>\$671,797</b>
Less subsidy	(125,000)
<b>Net cost</b>	<b>\$546,797</b>

For these services, Mountain View Whisman School District will make payments to the Community School of Music and Arts on these dates

<b>September 15, 2025</b>	<b>\$273,399</b>
<b>January 15, 2026</b>	<b>\$273,399</b>



## JUSTIFICATION REMARKS

Date: May 21, 2025

Requestor: Cathy Baur, Associate Superintendent  
Educational Services

Vendor: Community School of Music and Art

Reason: Music and Art classes for elementary sites for 25-26 school year

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**Remarks:** The district is seeking to contract with the Community School of Music and Art (CSMA) to provide music and art classes at each elementary school. The curriculum will be presented by professional arts educators/teaching artists (“Instructors”). The cost to provide these lessons will be funded by through the Mountain View Educational Foundation. CSMA is on the district approved vendor list. CSMA has requested to use their contract and upon review, we believe their contract adequately outlines the services, cost and appropriate liability coverage required by MVWSD.



**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**  
**Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST**

**Vendor Name:** Community School of Music and Art - approved vendor

**\*REQUIRED CHECKBOX\* for Service Contracts**

- MVWSD Independent Contractor for Professional Services Agreement (PSA) completed
- If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

**Contract for Professional Services / Special Services**

- \$50,000 or below, no further steps required.
- \$50,001 and above, completed the following items: - Approved vendor list
  - \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

*\*If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*

**Contract for Services (NOT Special Services)**

- \$50,000 or below, no further steps required.
- \$50,001 - \$114,500, completed the following items:
  - \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

**Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

**Contract for Waste Services (MOT or CBO)**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract for Transportation (Bus, Cars, etc.) Services**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract for Equipment, Materials and Supplies**

- \$75,000 or below, no further steps required.
- \$75,001 - \$114,500, completed the following items:
  - \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

**Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

**Contract for Educational Materials (Ed Services)**

- \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

**Contract for Perishable Foods {Child Nutrition}**

- \_\_\_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

**Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Office}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract for Construction, Repair and Maintenance {MOT or CBO}**

- Up to \$75,000**, completed the following items:
  - \_\_\_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$75,001 - \$220,000**, followed the Informal Bid Process in the Purchasing Processes and Procedures document.
- \$220,001 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.
- Lease-Leaseback**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- Design-Build**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.


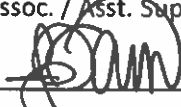
**Contract for Energy Services That Will Generate Cost Savings**

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

**Emergency Contracts {CBO Only}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**\*Both signatures below are required\***

<u>Approval by Department Head</u> (Minimum: Manager Level)	<u>Approval by Person with Delegated Authority</u> (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: <u></u>	Signature: <u></u>
Date: <u>May 15</u> , 20 <u>25</u>	Date: <u>19 MAY</u> , 20 <u>25</u>
Print Name: <u>Cathy Baur</u>	Print Name: <u>Jeffrey Baier</u>
Print Title: <u>Associate Superintendent</u>	Print Title: <u>Superintendent</u>

**For Department: Educational Services - CSMA**

*Checklist not required for school sites*