



## community school of music and arts

### **MEMORANDUM OF UNDERSTANDING between MVWSD School and the Community School of Music and Arts.**

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that the **MVWSD** located at **1400 Montecito Avenue, Mountain View, CA 94043** ("MVWSD") 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 Art4Schools and Music4Schools Program ("Program") at MVWSD schools during the **2020-2021 school year**.

1. Program Description. CSMA will provide art and music classes as specified in the attached Addendum from August 2020 through June 2021. The program will serve MVWSD schools in Mountain View, California unless the parties agree otherwise.
2. Instructors. The students will receive an art and music curriculum developed by professional arts educators/teaching artists ("Instructors") selected and screened by CSMA. Before being allowed to teach at MVWSD schools, 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 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; (c) hire and pay the Instructors; and (d) perform any necessary project management related to the program.
5. MVWSD Responsibilities. For any onsite classes, 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 \$1,000,000 to cover any negligent acts committed by CSMA or its Instructors while providing services to MVWSD schools 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, 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 School 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

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Phone

5/27/2020

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

**Program Adaptation to Schools Reopening Following COVID**

CSMA will provide flexible instructional units that may be delivered online, in person, or by a combination of the two formats. Online classes will include a written lesson plan and a video of the lesson to be shared with the students by the classroom teacher. The school will work directly with the CSMA Instructor to schedule live Zoom sessions.

**I. Art4Schools Virtual Art Show(s)**

CSMA anticipates continued restrictions on school attendance and social gatherings for the 2020-21 school year. In response, CSMA has created new program components to enhance communications with families regarding the art curriculum and student progress and to showcase student work. The new components are:

- A monthly newsletter featuring examples of student artwork
- A virtual student art show to be offered one to two times a year

**II. Music4Schools In-Class Performances and Concerts**

- The M4S program includes one in-class performance, "Informance," during the last scheduled class of the program
- If grade level concerts are held for the 4th and 5th grades, concert space will be provided by the school; an acoustic piano in good working condition will be available for use; and the concerts will be held during the school day

**III. Additional Information for Onsite Facilities Needs**

**Art4Schools Program**

- Classrooms with adequate space for up to 35 students and equipped with tables and chairs for each student and a working sink
- A separate teacher-preparation space which includes sink access
- Secured storage space for art supplies

**Music4Schools Program**

- Classrooms with adequate space for up to 35 students
- TK-3 classrooms should provide adequate for movement to permit the teaching of all instructional units
- 5th grade classrooms should provide adequate space for the instrumental program and access to music stands
- Secured storage space for music supplies

5/27/2020

**MEMORANDUM OF UNDERSTANDING: ADDENDUM B**  
 Art4Schools and Music4Schools Programs

| ART                             | Sessions | Classrooms | Rate | Costs     | Subsidy  | District Cost |
|---------------------------------|----------|------------|------|-----------|----------|---------------|
| Grade TK - 2 & SDC              | 12       | 85         | \$99 | \$100,980 | \$25,245 | \$75,735      |
| Grade 3 - 4 & SDC               | 22       | 50         | \$99 | \$108,900 | \$27,225 | \$81,675      |
| Grade 5                         | 30       | 9          | \$99 | \$26,730  | \$6,683  | \$20,048      |
| <b>Subtotal for Art4Schools</b> |          |            |      | \$236,610 | \$59,153 | \$177,458     |

| MUSIC                          | Sessions | Classrooms | Rate    | Costs     | Subsidy  | District Cost |
|--------------------------------|----------|------------|---------|-----------|----------|---------------|
| GR TK - 2 & SDC                | 22       | 85         | \$49.50 | \$92,565  | \$23,141 | \$69,424      |
| Grade 3                        | 22       | 27         | \$74.25 | \$44,105  | \$11,026 | \$33,078      |
| Grade 4 - Recorder Curriculum  | 22       | 23         | \$74.25 | \$37,571  | \$9,393  | \$28,178      |
| Grade 5 - Instrumental Program | 30       | 36         | \$99    | \$106,920 | \$26,730 | \$80,190      |
| <b>Subtotal Music4Schools</b>  |          |            |         | \$281,160 | \$70,290 | \$210,870     |

|   | Classrooms | Rate  | Costs     | Subsidy   | District Cost    |
|---|------------|-------|-----------|-----------|------------------|
| CSMA Instructional Cost   |            |       | \$517,770 | \$129,443 | \$388,328        |
| Recorders for 644 students  | 23         | \$182 | \$4,186   |           | \$4,186          |
| <b>Total Program Cost without Performances &amp; Onsite Art Shows</b> |            |       | \$521,956 | \$129,443 | <b>\$392,514</b> |

| <b>Contingent Program Costs***</b>                | Schools | Rate    | Costs    | Subsidy | District Cost    |
|---|---------|---------|----------|---------|------------------|
| Grade Level Performances, TK - 4th                | 9       | \$990   | \$8,910  | \$2,228 | \$6,683          |
| Grade Level Performance, 5th Grade                | 9       | \$396   | \$3,564  | \$891   | \$2,673          |
| Onsite Art Shows                                  | 9       | \$1,000 | \$9,000  | \$2,250 | \$6,750          |
|   |         |         | \$21,474 | \$5,369 | \$16,106         |
| <b>Total 2020 - 2021 School Year Program Cost</b> |         |         |          |         | <b>\$408,619</b> |

\*\*\* These program components are included in the invoice amounts below. If they cannot be offered due to state and county guidelines, the January invoice will be adjusted.

|   |                  |
|---|------------------|
| <b>Due upon receipt of invoice September 15, 2020</b> | <b>\$204,310</b> |
| <b>Due upon receipt of invoice January 15, 2021</b>   | <b>\$204,310</b> |
| <b>Total including Contingent Program Components</b>  | <b>\$408,619</b> |