

MEMORANDUM OF UNDERSTANDING
between
the Mountain View Whisman Special Education Program and
the Community School of Music and Arts.

This non-binding Memorandum of Understanding (“MOU”) summarizes the principal terms that the Mountain View Whisman **Special Education Program** located at 750 San Pierre Way, Mountain View Ca 94043 (“Special Education Program”) 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 Program (“Program”) at Landels and Theuerkauf Schools during the 2017-18 school year.

1. Program Description. CSMA will hold two half-hour long art classes for the number of days specified in the attached Addendum providing from September 2017 through May 2018. The program will be held at the Landels and Theuerkauf Schools, Mountain View, California location unless the parties agree otherwise.
2. Instructors. The students will be taught an art curriculum by professional artists or arts educators (“Instructors”) selected and vetted by CSMA. Before being allowed to teach at Landels and Theuerkauf, 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 the 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 either Landels or Theuerkauf School needs to cancel a class, they must provide at least 24-hours’ notice to receive a make-up class. If Landels or Theuerkauf School 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 was found, there will be no refund for the missed class.
4. CSMA Responsibilities. In connection with the Program, CSMA will (a) develop the Program’s curriculum; (b) supply the necessary art materials for each art class it conducts; (c) hire and pay the Instructors; (d) perform any necessary project management related to the program.
5. Landels and Theuerkauf Responsibilities. In connection with the Program, Landels and Theuerkauf will (a) provide facilities, including working sinks tables, chairs and basic storage; (b) set clear guidelines for student behavior.

arts4all

MEMORANDUM OF UNDERSTANDING: **ADDENDUM**
Art4Schools Program

Addendum I: Facilities Support for the A4S Program

Landels and Theuerkauf Schools provide the location(s) and facilities for the Art4Schools program:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 20 students.
- A teacher-preparation space
- Working sink and tables, chairs for each student in art.

Addendum II: School Contribution to Program Costs

This is an agreement between the Community School of Music and Arts and the Special Education Program confirming that CSMA will provide an art program serving grades K-5 for 22 weeks of forty-five minute once a week meetings.

Art4Schools

Lunch Time Art Program
(22 week program)

•Cost per class	\$2,090
•Number of classes	3
•Total cost for Art4Schools	\$6,270

•**Fees for the Special Education program** **\$6,270**

•**Total Fees** **\$6,270**

For these services, the Special Education Program will make payments to the Community School of Music and Arts in the total amount of \$6,270. Payment due:

- \$6,270 upon receipt of invoice

Name of person to receive invoice

email

phone

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 Landels and Theuerkauf and shall name Landels and Theuerkauf as an additional insured.
7. Non-Solicit. The special Education Program agrees that during the Program and for twelve (12) months thereafter the Special Education Program 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 the Special Education Program 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

 Special Education Representative

 Printed Name

 Date

 Date