



community school of music and arts

MEMORANDUM OF UNDERSTANDING
between
Theuerkauf Elementary School and the Community School of Music and Arts.

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that the **Theuerkauf Elementary School** located at **1625 San Luis Ave, Mountain View, CA 94043** ("Theuerkauf Elementary School") 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 Music4Schools Program ("Program") at Theuerkauf Elementary School during the **2017-2018 school year**.

1. Program Description. CSMA will hold After-School Chorus for 2nd - 5th graders, for the number of days specified in the attached Addendum provided from **8/1/2017** through **6/1/2018**. The program will be held at the Theuerkauf Elementary School, Mountain View, California location, unless the parties agree otherwise.
2. Instructors. The students will receive a music curriculum by professional musicians or music educators ("Instructors") selected and vetted by CSMA. Before being allowed to teach at Theuerkauf Elementary School, 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 Theuerkauf Elementary School or a Classroom Teacher needs to cancel a class, they must provide at least 24-hours' notice to receive a make-up class. If Theuerkauf Elementary School 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 was found, there will be no refund for the missed class(es).
4. CSMA Responsibilities. In connection with the Program, CSMA will: (a) develop the Program's contract curriculum such that it meets the California Visual and Performing Arts Standards; (b) supply the necessary materials for each class it conducts; (c) hire and pay the Instructors; (d) perform any necessary project management related to the program; and (e) organize a Winter and/or Spring performance.
5. Theuerkauf Elementary School Responsibilities. In connection with the Program, Theuerkauf Elementary School will (a) provide facilities, either a classroom-setting, music-room setting, or multi-purpose room; (b) participate with CSMA in the planning and implementation of the program; and (c) set clear guidelines for student behavior.
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 Theuerkauf Elementary School and shall name Theuerkauf Elementary School as an additional insured.
7. Non-Solicit. Theuerkauf Elementary School agrees that during the Program and for twelve (12) months thereafter, Theuerkauf Elementary School 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

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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 Theuerkauf Elementary 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

Vickie Scott Grove
Executive Director, CSMA

August 22, 2017
Date

Ryan Santiago

Theuerkauf Elementary School
Representative

Ryan Santiago

Printed Name

09/01/17

Date

MVWSD Representative

Printed Name

Date

Person to receive invoice: Sherrri Minor Phone: 650.903.6925

Email: sminor@mvsd.org

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8/22/2017

MEMORANDUM OF UNDERSTANDING: **ADDENDUM**
Music4Schools Program

Addendum I: Facilities Support for the M4S Program

Theuerkauf Elementary School provides the location(s) and facilities for the M4S program:

- Either a Multi-purpose room, Music Room, or Classroom setting provided for Music Teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 50 students.
- A teacher-preparation space

Addendum II: School Contribution to Program Costs

This is an agreement between the Community School of Music and Arts and Theuerkauf Elementary School confirming that CSMA will provide a Chorus for 2nd - 5th graders, as described below:

Music4Schools after-school Music Program	2nd - 5th Grade Chorus
Duration of class	60 minutes
Cost per class	\$95
# of classrooms	1
# of classes per week	1
# of weeks	26
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Total cost for Music4Schools :	\$2,470

Total Fees due from Theuerkauf Elementary School: \$2,470

For these services, Theuerkauf Elementary School will pay the Community School of Music and Arts the total amount of **\$2,470**.

Payment will be made in two installments as follows:

- \$1,235** due upon receipt of invoice
- \$1,235** due upon program completion, invoice dated April 26, 2018

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