



community school of music and arts

MEMORANDUM OF UNDERSTANDING
between

the Mountain View Whisman Preschool Program at MVWSD and the Community School of Music and Arts.

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that the **Mountain View Whisman Preschool Program** located at 505 Escuela Ave., Mountain View, CA 94040 ("MVWSD Preschool 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 Preschool Art & Music Program ("Program") at Castro and Theuerkauf School sites during the 2017-2018 school year.

1. Program Description. CSMA will hold art and music classes for the number of days specified in the attached Addendum provided from September 2017 through May 2018. The program will be held at the Castro and Theuerkauf School sites in Mountain View, CA locations 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 the MVWSD Preschool, all Instructors will be given a tuberculosis test, fingerprinted and undergo a criminal background check in accordance with Department of Justice guidelines.
3. CSMA Responsibilities. In connection with the Program, CSMA will (a) develop the Program's curriculum; (b) hire and pay the Instructors; (c) supply the necessary materials for each class it conducts; (d) perform any necessary project management related to the program.
4. The MVWSD Preschool Program Responsibilities. In connection with the Program, the MVWSD Preschool Program will (a) provide facilities, a classroom-setting; (b) participate with CSMA in the planning and implementation of the program; and (c) set clear guidelines for student behavior.
5. 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 the MVWSD Preschool program and shall name MVWSD Preschool Program as an additional insured.
6. Non-Solicit. The MVWSD Preschool Program agrees that during the Program and for twelve (12) months thereafter MVWSD Preschool will not, directly or indirectly, recruit, or attempt to recruit any Instructor.
7. 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

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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.

- 8. Governing Law. This MOU will be governed by California law without regard to conflicts of laws principles.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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 MVWSD Preschool 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

T. Wallace-Bielecki
MVWSD Preschool Representative

Terri Wallace-Bielecki
Printed Name

Date

9/1/2017
Date



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2016-2017 Contract for Services
CSMA & MVWSD Preschool Program

CSMA will provide a quality, curriculum-based art and music program for Castro (C) and Theurekauf (T) Preschools of the MVWSD. For 28 weeks, students from 10 classes will alternate between an interactive, hands-on art or music experience led by 2 CSMA teachers each Monday and Wednesday.

	Art Program	Music Program
Cost per classroom for 14 lessons	\$ 1,330	\$ 1,330
Number of classes	10 classes	10 classes
Total cost for art and music	\$ 13,300	\$ 13,300
Total Fees for MVWSD Preschool	\$1,000	\$1,000
Total program cost for art and music		\$26,600
Total cost to MVWSD Preschool		\$2,000
Total Subsidy from CSMA		\$24,600

For these art and music classes, CSMA will subsidize the total amount of \$24,600. The MVWSD Preschool will make a payment of \$2,000 upon receipt of invoice in September 2017.

Invoice should be sent to:

Terri Wallace

twallace@mvwsd.org

Name

email

Authorization:

T. Wallace-Brebeck
signature



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MVWSD Preschool classes meet Mondays for Art and Thursdays for Music:

Daily Schedule

Castro

AM classes : 8:30-9:15, 9:20-10:05, 10:10-10:55

PM classes: 12:00-12:45, 1-1:45, 2-2:45

Theuerkauf

AM classes: 10:00-10:45, 11-11:45

PM classes: 12:00-12:45, 1-1:45

Calendar Schedule 2017-18

September	December	March
11 (C:art)	4 (T:art)	1 (T:music)
14 (T:music)	7 (C:music)	5 (T:art)
18 (T:art)	11 (C:art)	8 (C:music)
21 (C:music)	14 (T:music)	12 (C:art)
25 (C:art)		15 (T:music)
28 (T:music)		26 (T:art)
		29 (C:music)
October	January	April
2 (T:art)	8 (T:art)	2 (C:art)
5 (C:music)	11 (C:music)	5 (T:music)
9 (C:art)	22 (C:art)	16 (T:art)
12 (T:music)	25 (T:music)	19 (C:music)
16 (T:art)	29 (T:art)	23 (C:art)
19 (C:music)		26 (T:music)
23 (C:art)		30 (T:art)
26 (T:music)		
30 (T:art)		
November	February	May
2 (C:music)	1 (C:music)	3 (C:music)
6 (C:art)	5 (C:art)	7 (C:art)
9 (T:music)	8 (T:music)	10 (T:music)
13 (T:art)	12 (T:art)	14 (T:art)
16 (C:music)	15 (C:music)	17 (C:music)
27 (C:art)	26 (C:art)	
30 (T:music)		

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