

community school of music and arts

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

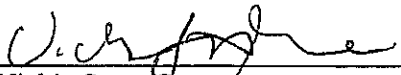
This non-binding Memorandum of Understanding (“MOU”) summarizes the principal terms that the **Bubb School** located at 525 Hans Ave. Mountain View Ca 94040 (“Bubb”) and **The Community School of Music and Arts** located at 230 San Antonio Circle, Mountain View, CA 94040 (“CSMA”) have been discussing with respect to implementing the Noon Art Program (“Program”) at Bubb School 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 Bubb’s 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 Bubb, 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 Bubb School needs to cancel a class, they must provide at least 24-hours’ notice to receive a make-up class. If Bubb 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. Bubb Responsibilities. In connection with the Program, Bubb will (a) provide facilities, including working sinks tables, chairs and basic storage; (b) 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 Bubb and shall name Bubb as an additional insured.

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7. Non-Solicit. Bubb agrees that during the Program and for twelve (12) months thereafter Bubb 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 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 Bubb 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

8/17/17

 Date



 Bubb School Representative

Cyndee Nguye

 Printed Name

8/30/17

 Date