



community school of music and arts

**MEMORANDUM OF UNDERSTANDING
between**

MVLA District Life Skills Program and the Community School of Music and Arts

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that **Mountain View Los Altos School District** located at 1299 Bryant Ave., Mountain View, CA 94040 ("MVLA") 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 Arts Program ("Program") with CSMA during the 2021-22 school year.

1. Program Description. CSMA will hold art classes for the number of days specified in the attached Addendum from November 2021 through May 2022. The number of instructional minutes will be limited to 40 minutes while the program is held remotely and, if and when State and County guidelines permit and there is mutual agreement of the parties, will increase to 60 minutes when held at the Community School of Music and Arts in Mountain View.

In collaboration with MVLA the Community School of Music and Arts will offer a program of art classes. Online class attendance will be facilitated by MVLA staff. In-person attendance will be limited to 12 developmentally disabled adults. Art classes will include instruction in drawing, painting and sculpture using a variety of media, including oil pastels, pen and ink, tempera paint and 3D materials. Class formats and materials will be adapted as required by remote learning to meet student needs. The classes will be taught by members of our art faculty with previous experience working with developmentally disabled populations.

2. Instructors. The students will be taught an arts curriculum by professional artists or arts educators ("Instructors") selected and vetted by CSMA. Before being allowed to teach at CSMA, all instructors will be 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 to meet the level of ability of the students; (b) supply or, when classes are not at CSMA, provide a list of 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.
4. The MVLA Program Responsibilities. In connection with the Program, MVLA will (a) participate with CSMA in the planning and implementation of the program; and (b) send aides to support students in the classroom.
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 MVLA Program.
6. Non-Solicit. MVLA agrees that during the Program and for twelve (12) months thereafter MVLA will not, directly or indirectly, recruit, or attempt to recruit any Instructor.

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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 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 law 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 MVLA 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

Mike Mathiesen
Associate Superintendent of Business Services

Date

Date

MEMORANDUM OF UNDERSTANDING: ADDENDUM
Arts Program

Addendum I: Facilities Support for the Arts Program

When permitted by State and County guidelines and mutual agreement of the parties, CSMA will provide the location(s) and facilities for the Arts program:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 12 students.

Addendum II: Classes and Payment

This is an agreement between the Community School of Music and Arts and MVLA confirming that CSMA will provide an art program for disabled students in the Life Skills Program as described below. Classes will meet every other week via the Zoom link provided by MVLA staff.

Art Classes: 2 sessions/day x 23 days x \$99/session) = \$4,554

NOVEMBER				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DECEMBER				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JANUARY				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

FEBRUARY				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

MARCH				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MAY				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

- No School/ Holiday or Breaks / Staff Development
- Minimum Day
- Missed class
- Rescheduled Classes
- Art Classes: 1:05 - 1:45 / 1:50 - 2:30 pm
- 2 Art sessions per day