

## **Memorandum of Understanding**

### **By Living Classroom and Mountain View Whisman School District**

This Memorandum of Understanding (“MOU”) is entered into between Living Classroom (LC) and the Mountain View Whisman School District (“MVWSD”) as of June 1, 2018. Living Classroom will provide garden-based lessons for students in transitional kindergarten through 6th grade at ten MVWSD elementary and Middle schools and possibly pilot several 7<sup>th</sup> and 8<sup>th</sup> grade lessons. This MOU documents our mutual understandings and agreements for the 2018-19 school year as follows:

#### **Program Administration and Instruction:**

1. School Year program - Living Classroom staff and volunteer docents will provide all services necessary for the successful provision of approximately 600 lessons for children in transitional kindergarten through 6th grade in the Mountain View Whisman School District and will implement student planting and harvesting and school taste tests for the Farm to Lunch Program. LC will recruit and train docents for classroom instruction. LC will communicate directly with teachers regarding scheduling, evaluation, and program implementations. LC will conduct community outreach and publicity activities and provide website access and training to teachers for the purpose of scheduling lessons.
2. Summer Program LC staff and hired instructors/helper will provide all services necessary for the successful provision of enrichment activities for rising MVWSD 1<sup>st</sup> – 6<sup>th</sup> graders including special needs students. LC will communicate directly with teachers and the summer school principal regarding scheduling, evaluation, and program implementation.

**Garden Creation and Maintenance:** LC will maintain gardens year-round that are used for program implementation including both the academic lessons during instructional time and the Farm to Lunch program. MVWSD maintenance staff will assist with the installation, maintenance and repair of irrigation systems when requested by LC staff in a timely manner based on the urgency of the issue. The intent is to minimize the time when irrigation is turned off which jeopardizes edible garden fruits and vegetables or newly planted native plants, impacting both the academic and Farm to Lunch programs. MVWSD will notify LC when irrigation/water source is turned off and provide an alternative source of water when water is turned off for more than 1 week. Staff will also provide reasonable support for large community service projects including irrigation retrofits, dumpsters for plant trimmings, and other mutually agreed upon tasks. In addition, the District shall assure that plans are made in coordination with LC for moving and saving plants, signs, bender board and other reusable materials from LC gardens to appropriate locations with adequate space and sun conditions when construction will impact existing garden spaces. Funding for the materials and labor to install the gardens including irrigation will also be provided through MVWSD. LC staff will provide designs and components including necessary steps and requirements for completion of any proposed changes and/or improvements for MVWSD staff's review of alignment with District's goals. Written approval by the MVWSD Chief Business Officer is required for any to work to begin on any proposed changes.

**Materials:** LC will provide supplies for lesson kits and gardens.

**Budget and Funding:** The program budget for Living Classroom's MVWSD program is approximately \$200,000.

MVWSD will contribute \$76,000, of which \$45,000 will be contributed to the District from MVEF, in addition to the costs outlined in paragraph 2 and will be delivered to LC as described below.

Living Classroom will raise funds to cover its expenses in excess of \$120,000, which include personnel costs, registration software, website, lesson and garden materials, and insurance, the Farm to Lunch program, among other expenses. The amount of funding will define the scope of services that LC can raise for the 2018-2019

school year.

**Teacher Participation:** In order to successfully and cost-effectively implement LC lessons, Living Classroom requests a minimum of 80% teacher enrollment at each participating school.

**Volunteer Parent Participation:** MVWSD teachers will recruit 1-2 parent volunteers per lesson to the best of their ability. LC will work directly with the parent volunteers to prepare them to assist in program delivery.

**Office, Meeting and Storage Space:** MVWSD will provide office space for three staff members and one intern/volunteer. MVWSD will provide accessible and secure indoor space for storing at least 55 lesson kits. If sufficient space exists, storage can be within the LC office space. If office space is insufficient for this purpose, then there will be a storage shed provided adjacent to the LC office.

Specifically, MVWSD will provide use of three desks, shelving for lesson kits, a storage shed if needed, four chairs, and a work table. A storage shed, if necessary, must be in close walking proximity to the office. The office space should have reasonable car access for docents to pick up and return the lesson kits.

MVWSD will provide meeting room space for three informational meetings and approximately twelve docent trainings during the school year.

**Utilities and Amenities:** MVWSD will provide access to a photocopier, a phone line, and Internet access. MVWSD will provide access to a sink, a nearby hose bib, and a window for providing light to seedlings in or near the office space.

**Communication and Publicity:** MVWSD administration will introduce LC to new fifth grade teachers and will encourage their participation. LC will participate in an informational meeting to orient teachers to the program, lessons, and sign up process.

MVWSD will publish articles in school newsletters, with approval, to promote docent and parent recruitment efforts. Flyers to be posted at schools.

On an annual basis and upon invitation, LC will attend one informational presentation to participating school PTAs and participate in a meeting or electronic communication with each principal during the winter or spring to review program progress.

**District Representative:** MVWSD will identify a designated person to act as the primary contact for LC. LC leadership and local staff will meet with the MVWSD Representative 2-3 times per year. The MVWSD Representative will be available for inquiries and facilitation of school relationship if necessary.

**Garden Space:** Each participating school will provide sufficient land for edible and native gardens and notify Living Classroom staff if there is to be any disruption to the gardens.

**12. Living Classroom Personnel/Docent Volunteers** – All LC personnel/docent volunteers who will be on MVWSD premises shall be (a) fingerprinted; (b) submitted to a criminal background check via Livescan or a similar service as required by the Education Code, and (c) taken a tuberculosis test.

**13. Insurance:** LC shall secure and maintain in full force and effect during the full term of this Agreement, comprehensive general liability insurance in the amount of \$1 million (\$1,000,000) per occurrence. LC shall provide, if requested, MVWSD a certificate of insurance naming MVWSD as additional insured.

**14. Indemnification:** LC shall defend, hold harmless and indemnify MVWSD, their officers, agents and employees, individually and collectively, from all claims, actions, demands, suits, judgments, and expenses, including attorney's fees, arising from personal injuries, property damage or otherwise, regardless of cause, and may arise in anyway, from or be alleged to be caused by negligence or willful acts of LC arising out of, or in

connection with, LC's use or occupancy of MVWSD property and LC programs.

**15. Workers' Compensation Insurance:** During the term of this Agreement, LC also shall maintain workers' compensation insurance. LC shall provide MVWSD, if requested, a certificate evidencing this insurance. LC's workers' compensation insurance shall be primary to any insurance maintained by MVWSD. Unless the policy is simultaneously replaced with a new policy providing the same coverage, LC shall immediately forward MVWSD any notice of the cancellation or nonrenewal of LC's workers' compensation coverage, or any other policy changes that materially affect such coverage.

**16. Payment for Living Classroom Services:** LC will invoice MVWSD monthly for 10 months beginning August 1, 2017 through May 1, 2018. One invoice for program services will be submitted in the amount of \$7,600 monthly. The remaining costs for the program will be paid for directly by LC. LC will provide a summary description of services rendered on a monthly basis along with detailed mid-year and end of year reports.

Acknowledged and agreed to:

**LIVING CLASSROOM**

By \_\_\_\_\_  
Name Vicki Moore  
Title: Interim Executive Director  
Date: \_\_\_\_\_

Acknowledged and agreed to:

**MOUNTAIN VIEW WHISMAN  
SCHOOL DISTRICT**

By \_\_\_\_\_  
Name: Ayinde Rudolph  
Title: Superintendent  
Date: \_\_\_\_\_

