

Memorandum of Understanding

By Living Classroom and Mountain View Whisman School District

This Memorandum of Understanding ("MOU") is entered into between Living Classroom (Living Classroom) and the Mountain View Whisman School District ("MVWSD") as of July 1, 2019. Living Classroom will provide garden-based lessons for students in transitional kindergarten through 8th grade at eleven MVWSD elementary and Middle schools. This MOU documents our mutual understandings and agreements for the 2019-20 school year as follows:

Program Administration

Instruction:

Living Classroom staff and volunteer docents will provide all services necessary for the successful provision of approximately 725 lessons for children in transitional kindergarten through 8th 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* at designated schools.

Included in Living Classroom support are the following:

- Living Classroom will recruit and train docents for classroom instruction;
- Living Classroom will communicate directly with teachers regarding scheduling, evaluation, and program implementations;
- Living Classroom will conduct community outreach and publicity activities and provide website access and training to teachers for the purpose of scheduling lessons.

Garden Creation and Maintenance:

Living Classroom will maintain school 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 in a timely manner, when requested by Living Classroom staff, depending on the urgency of the issue. The intent of both Living Classroom staff and District staff is to minimize the time when irrigation is turned off which jeopardizes edible garden produce and newly planted native plants, impacting both the academic and Farm to Lunch programs. MVWSD will make every effort to notify Living Classroom when irrigation/water source is turned off and provide an alternative source of water when water is turned off for more than 1 week.

MVWSD staff will also provide reasonable support for large community service projects including irrigation retrofits; dumpsters for plant trimmings; and other mutually agreed upon tasks.

When construction will impact existing garden spaces, the District shall assure that plans are made in coordination with Living Classroom for moving and saving plants, signs, bender board and other reusable materials from Living Classroom gardens to appropriate locations with adequate space and sun conditions. Funding for the materials and labor to install new gardens, including irrigation, will also be provided through MVWSD.

Living Classroom staff will provide designs and recommendations, 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.

Budget and Funding:

The program budget for Living Classroom's MVWSD program is approximately \$210,000. MVWSD will contribute \$31,000. The MVEF will make a contribution of \$52,250 to the District to support the Living Classroom program. Living Classroom will raise funds to cover expenses in excess of \$126,000, which include personnel costs, registration software, website maintenance, lesson and garden materials, insurance, Farm to Lunch program - among other expenses. The amount of funding obtained will define the scope of services that Living Classroom can provide for the 2019-2020 school year.

Materials:

Living Classroom will provide all supplies needed for lesson kits and gardens.

Teacher Participation:

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

Volunteer Parent Participation:

MVWSD teachers will be encouraged and expected to recruit 1-2 parent volunteers per lesson to the best of their ability. Living Classroom will work directly with parent volunteers to prepare them to assist in program delivery.

Office, Meeting and Storage Space:

MVWSD will make a good faith effort to provide office space for up to four staff members and one intern/volunteer. MVWSD will provide accessible and secure indoor space for storing at least 65 lesson kits. If adequate space exists, storage can be within the Living Classroom office space. If office space is insufficient for this purpose, then a storage shed should be provided adjacent to the Living Classroom office.

If available in 2019-20, specific request includes:

- Use of four desks, shelving for lesson kits, a storage shed if needed, five chairs, and a work table;
- A storage shed in close walking proximity to the office (if additional storage is needed);
- Space that has reasonable car access for staff and docents to pick up and return 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 for staff. MVWSD will provide access to a sink, a nearby hose bib, and a window for providing light for seedlings in or near the office space.

Communication and Publicity:

MVWSD administration will introduce Living Classroom to new school staff and will encourage their participation. Living Classroom 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, including posting promotional flyers at schools. Upon invitation, Living Classroom will attend one informational presentation to participating school PTAs.

Living Classroom staff will schedule 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 Living Classroom. Living Classroom 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.

Living Classroom Personnel/ Docent Volunteers:

All Living Classroom personnel/docent volunteers who will be on MVWSD premises shall (a) be fingerprinted; (b) submit to a criminal background check via Livescan or a similar service as required by the Education Code, and (c) complete a tuberculosis test.

Insurance:

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

Indemnification:

Living Classroom 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 that may arise in anyway, from or be alleged to be caused by negligence or willful acts of Living Classroom arising out of, or in connection with, Living Classroom's use or occupancy of MVWSD property and Living Classroom programs.

Workers Compensation Insurance:

During the term of this Agreement, Living Classroom also shall maintain workers compensation insurance. Living Classroom shall provide MVWSD, if requested, a certificate evidencing this insurance. Living Classroom'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, Living Classroom shall immediately forward MVWSD any notice of the cancellation or nonrenewal of Living Classroom's workers' compensation coverage, or any other policy changes that materially affect such coverage.

Payment for Living Classroom Services:

Living Classroom will invoice MVWSD monthly for 10 months beginning August 1, 2019 through May 1, 2020. One invoice for program services will be submitted in the amount of \$8,325 monthly. The remaining costs for the program will be paid for directly by Living Classroom. Living Classroom 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:

By: **Living Classroom**

Name: _____
Margot Harrigan

Title: _____
Executive Director

Date: _____

By: **Mountain View Whisman School District**

Name: _____

Title: _____

Date: _____