

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, 2020. Living Classroom will provide NGSS aligned, environmental education for students in transitional kindergarten through 6th grade at all MVWSD elementary and middle schools.

Due to the fluid and uncertain status of classroom instruction and garden usage for the 2020-21 academic year, responsibilities and tasks may vary and change throughout the year.

This MOU documents our mutual understandings and agreements for the 2020-21 school year as follows:

Program Administration

Instruction:

Living Classroom staff will provide all services necessary for the successful execution of approximately 500-550 lessons for children in transitional kindergarten (TK) through 6th grade in the Mountain View Whisman School District. Living Classroom staff will implement student planting and harvesting for the *Farm to Lunch Program* at designated schools, when possible.

Included in Living Classroom support are the following:

- Living Classroom will communicate directly with teachers regarding scheduling, evaluation, and program implementations;
- Living Classroom will conduct website access and training to teachers for the purpose of scheduling lessons;
- Living Classroom will provide teachers with all materials and background materials needed for successful execution of lessons delivered remotely (virtual and/or distance learning).

Garden Creation and Maintenance:

Living Classroom will maintain school gardens year-round that are used for Living Classroom activities including both the curriculum based lessons and the Farm to Lunch program. MVWSD maintenance staff will assist with maintenance and repair of irrigation systems in a timely manner, when requested by Living Classroom staff. 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.

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 review. Written approval by the MVWSD Chief Business Officer is required for any to work to begin on any proposed changes.

MVWSD staff will also provide reasonable support for large community service projects when applicable, including irrigation retrofits; dumpsters for plant trimmings; and other mutually agreed

upon tasks.

Cost and Payment for Living Classroom Program:

MVWSD will contribute **\$30,000**. 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 \$82,250. As grant funding cannot be assured, the amount of funding secured may change and will impact the scope of services that Living Classroom will provide for the school year.

Living Classroom will invoice MVWSD monthly for 10 months beginning September 1, 2020 through June 1, 2021. One invoice for program services will be submitted in the amount of **\$8,225** monthly. The remaining costs for the program will be paid for directly by Living Classroom. Living Classroom will provide a detailed mid-year and end of year reports to each site administrator and the Chief Academic Officer.

Materials:

Living Classroom will provide all the supplies needed for lesson kits and gardening activities that occur at each school site. Reasonable efforts will be made to assure that each student has access to any materials needed to successfully complete lessons that do not occur at a school site (e.g distance learning).

Volunteer Parent Participation:

Living Classroom will comply with all volunteer guidelines dictated by site and district administration. MVWSD teachers will be expected to recruit 1-2 volunteers per lesson when health and safety guidance indicates that volunteers can return to schools and or at the direction of MVWSD. 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. MVWSD will provide accessible and secure indoor space for storing 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.

MVWSD will provide meeting room space for three informational meetings during the school year when larger gatherings are allowed.

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 encourage their participation in Living Classroom lessons. Living Classroom will participate in an informational meeting to orient teachers to the program, lessons, and lesson registration process, when requested.

MVWSD will publish articles in school newsletters (with approval) to promote volunteer and parent recruitment efforts. Upon invitation, Living Classroom will attend one informational presentation to school PTAs.

Living Classroom staff will schedule a meeting and/or electronic communication with each principal during the winter or spring to review program progress.

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, relocation or changes to the garden spaces.

Living Classroom Personnel/ Docent Volunteers:

All Living Classroom staff and 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. When requested, Living Classroom shall provide to 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, 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 cancellation or nonrenewal of Living Classroom's workers' compensation coverage, or any other policy changes that materially affect such coverage.

Acknowledged and agreed to:

By: **Living Classroom**

Name: _____
Margot Harrigan

Title: _____
Executive Director

Date: _____

By: Mountain View Whisman School District

Name: _____
Cathy Baur

Title: Chief Academic Officer

Date: _____