

Memorandum of Understanding

By Living Classroom and Mountain View Whisman School District

2021-22

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, 2021. Living Classroom will provide NGSS aligned, environmental education for students in transitional kindergarten (TK) through 6th grade at all MVWSD elementary and middle schools.

Due to the fluid and uncertain status of classroom instruction for the 2021-22 academic year, responsibilities and tasks may vary and change throughout the year. Living Classroom will follow direction from the District regarding safety and health guidelines and access to students and staff.

This MOU documents our mutual understandings and agreements for the 2021-22 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 supervise student planting and harvesting for the *Farm to Lunch* Program at designated schools *if food preparation and consumption restrictions allow*.

Included in Living Classroom support are the following:

- Living Classroom staff will conduct website access and training to teachers for the purpose of scheduling lessons;
- Living Classroom staff will communicate directly with teachers regarding scheduling, evaluation, and program implementations;
- **If required, Living Classroom** staff 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 that are used for Living Classroom activities year-round, including both the curriculum based lessons and the *Farm to Lunch* gardens.

MVWSD maintenance staff are expected to 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 an irrigation/water source is turned off. The District is responsible for providing an alternative source of water when water is turned off for more than 1 week.

Living Classroom staff will provide designs and recommendations for MVWSD staff review for completion of any proposed changes and/or improvements. The recommendations will include, but not be limited to, necessary steps and requirements for the successful completion of the project. 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 service projects (such as dumpsters for plant trimmings) and other mutually agreed upon tasks for the improvement and success of the Program and/or school sites.

Cost and Payment for Living Classroom Program:

MVWSD will contribute **\$32,000 towards the Living Classroom Program** in 2021-22. 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 \$84,250 in 2021-22. **As grant funding cannot be assured, the amount of funding secured 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, 2021 through June 1, 2022. An invoice for program services will be submitted in the amount of **\$8,425** monthly. The remaining costs for the program will be paid for directly by Living Classroom. Living Classroom will provide a **mid-year** and **end of year** report to each site administrator, the Chief Academic Officer and the Executive Director of MVEF.

Materials:

Living Classroom will provide all the supplies needed for lessons 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 at least one volunteer (ideally more than one) per lesson when in person delivery is scheduled.

When health and safety guidance indicates that volunteers can return to schools, Living Classroom will work directly with parent volunteers and volunteer docents 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.

MVWSD will provide meeting room space for meetings (staff, training, etc.) 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 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 prepare informational materials and presentations to school PTAs.

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 (when permitted) who will be on MVWSD premises shall (a) submit to fingerprinting; (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 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: _____