

Rev 1.1 Memorandum of Understanding

By Living Classroom and Mountain View Whisman School District

Academic Year 2022-23

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, 2022. Living Classroom will provide NGSS aligned, environmental education to students in transitional kindergarten (TK) through 6th grades at all MVWSD elementary and middle schools.

Due to the fluid and uncertain status of classroom instruction for the 2022-23 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 is making assumptions about pending funding from the El Camino Healthcare District. Adjustment in program delivery will be made as needed when access to students, delivery of lesson guidelines, and funding is established when the school year begins.

This MOU documents our mutual understandings and agreements for the 2022-23 school year as follows:

Instruction:

Living Classroom staff will provide all services necessary for the successful execution of approximately **500-550** lessons to 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;
- Living Classroom staff will provide teachers with lesson and activity materials needed for successful execution of lessons delivered remotely (virtual and/or distance learning), *if required due to health restrictions*.

Garden Support 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 maintenance staff will assist Living Classroom as quickly as possible while also balancing the needs of school sites.**

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 design plans and recommendations for MVWSD staff review for completion of any proposed changes and/or improvements to Living Classroom gardens. 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 (such as dumpsters for plant trimmings) for large service projects and other mutually agreed upon tasks for the improvement and success of the Program and/or school sites. The District will be notified of larger than usual projects to allow District staff to respond to the availability and placement of appropriate bins.

Living Classroom, to the best of their ability, will place all garden trimmings and other yard waste in bins provided by the District.

Cost and Payment for Living Classroom Program:

MVWSD will contribute **\$60,000** towards the Living Classroom Program in 2022-23. Additionally, the Mountain View Educational Foundation 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 \$112,250 in 2022-23. **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, 2022 through June 1, 2023. An invoice for program services will be submitted in the amount of **\$11,225** 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 are encouraged 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 will provide a campus diagram indicating the location of edible and native gardens for better identification. Living Classroom may assist in planting additional native plants in garden areas that are not considered part of Living Classroom's "gardens".

Living Classroom Personnel / Docent Volunteers:

All Living Classroom staff and docent volunteers (when permitted) that will be on MVWSD premises shall (a) submit to fingerprinting; and (b) complete a tuberculosis test. Staff and volunteers will submit to a criminal background check via Livescan or a similar service if requested. MVWSD will share the expense of criminal background checks with Living Classroom.

In addition, to support District efforts to keep students and staff safe from COVID infection, Living Classroom staff will agree to the following COVID-19 vaccination/testing requirements with respect to any Living Classroom employees, consultants, subconsultants, or employees of consultants and subconsultants ("Applicable Worker(s)":

1. *Before* any Applicable Worker enters a District site to perform the Services, Living Classroom shall verify that any Applicable Worker is fully vaccinated.
"Fully Vaccinated" shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Worker, including any booster, to the extent approved and required by public health guidelines.
2. Any Living Classroom employee or trained docent volunteer who has requested and

obtained an accommodation from Living Classroom from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), *agrees to be subject to daily COVID-19 testing for each and every day that Applicable Worker will perform Services on a District site(s), and that any such test demonstrates a negative COVID-19 test.*

3. Living Classroom shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the District upon request.

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 \$1 million (\$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: _____