

**Memorandum of Understanding
Living Classroom and Mountain View Whisman School District
Academic Year 2023- 2024**

This Memorandum of Understanding (MOU) is entered into between Living Classroom (LC) and the Mountain View Whisman School District (MVWSD) as of July 1, 2023. Living Classroom will provide NGSS-aligned, environmental education to students in transitional kindergarten (TK) through 6th grades at all MVWSD elementary and middle schools.

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 2023-24 school year as follows:

Instruction

Living Classroom staff will provide all services necessary for the successful execution of approximately **550-570** 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.

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 all lessons.

Garden Support and Maintenance

Living Classroom will maintain school gardens that are used for Living Classroom activities year-round, including both the classroom 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, and approved by the MVWSD Chief Business Office, MVWSD maintenance staff will assist Living Classroom as quickly as possible while also balancing the needs of school sites.

MVWSD facilities and maintenance staff will make every effort possible 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 2023-24. Additionally, the Mountain View Educational Foundation will make a contribution of **\$55,000** to the District to support the Living Classroom Program.

Living Classroom will raise funds to cover expenses in excess of \$115,000 in 2023-24. 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, 2023 through June 1, 2024. An invoice for program services will be submitted in the amount of **\$11,500** 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.

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 scheduled. 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 make a good faith effort to provide 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 (via email) and encourage their participation in Living Classroom lessons.

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

With approval, MVWSD will publish articles in school newsletters to promote volunteer and parent recruitment efforts. Upon invitation, Living Classroom will prepare informational materials and presentations to school PTAs.

Garden Spaces

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 may assist in planting additional native plants in garden areas that are not considered part of Living Classroom's "gardens" that will be maintained by district staff.

Living Classroom Personnel / Docent Volunteers

All Living Classroom staff and docent volunteers 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.

Living Classroom will support District efforts to keep students and staff safe from COVID/other communicable infections and will comply with any guidelines requested.

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: _____