

**Memorandum of Understanding  
Living Classroom and Mountain View Whisman School District  
Academic Year 2025- 2026**

This Memorandum of Understanding (MOU) is entered into between Living Classroom (LC) and the Mountain View Whisman School District (MVWSD) as of July 1, 2025. Living Classroom will provide NGSS-aligned, environmental literacy instruction to students in transitional kindergarten (TK) through 7th 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 providing a \$60,000 grant to Living Classroom for the MVWSD program. Adjustment in program delivery description will be based on the final funds available. 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.

This MOU documents our mutual understandings and agreements for the 2025-26 school year as follows:

**Instruction**

Living Classroom staff will provide all services necessary for the successful execution of approximately 655-675 total lessons provided to children in transitional kindergarten (TK) through 7th grade in the Mountain View Whisman School District. This will also include a few SAI classes. Living Classroom staff will supervise student planting and harvesting for the *Farm to Lunch* Program (assuming Food Services has adequate staffing for FTL) at designated schools if allowed by individual school sites. Living Classroom will communicate with the Beyond the Bell and YMCA after-school program staff to arrange for student involvement in planting and harvesting for the *Farm to Lunch* program.

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 Officer, MVWSD maintenance staff will assist Living Classroom as quickly as possible while also balancing the needs of school sites. This is important not only for water conservation efforts, but also for the health of the gardens and

their use by students.

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MVWSD facilities and maintenance staff will make every effort possible to notify Living Classroom as soon as possible when an irrigation/water source will be turned off. The District is responsible for prompt action to restore water and providing an alternative source of water when water is turned off.

Living Classroom staff will provide design plans and recommendations for MVWSD staff review for completion of any significant 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 or yard waste bins 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. Larger than usual projects will be discussed and mutually approved ahead of time to ensure availability of and placement of bins.

Living Classroom, to the best of their ability, will place all garden trimmings and other yard waste in bins provided by the District on school campuses where bins are available and proximate to the gardens.

#### **Cost and Payment for Living Classroom Program**

MVWSD will contribute **\$80,000** towards the Living Classroom Program in 2025-26. Additionally, the Mountain View Educational Foundation will make a contribution of **\$60,000** to the District to support the Living Classroom Program, for a total amount of **\$140,000**.

The \$140,000.00 program fees for the school year plus summer garden maintenance will be invoiced monthly over the fiscal year. Living Classroom will invoice MVWSD monthly for 12 months beginning July 1st, 2025 through June 1st, 2026 in the amount of **\$11,667** monthly. 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 asked 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 with weekly trash removal and vacuuming of the office space. MVWSD will provide *accessible and secure* indoor space for storing lesson kits as well as *secure already*

existing outdoor sheds if needed. If adequate space exists, storage can be within the Living Classroom office space.

MVWSD will make a good faith effort to provide meeting room space for meetings (staff and docent training, etc.) during the school year. Living Classroom staff also must be provided reasonable access to adult bathrooms as well as gate key access at all sites in the district that Living Classroom serves.

#### **Utilities and Amenities**

MVWSD will provide access to a photocopier, including occasional use of a color photocopier for a very limited number of copies, a phone line, and internet access for staff. MVWSD will provide access to a hot water 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 and for back-to-school events.

#### **Garden Spaces**

Each participating school will provide sufficient land for edible and native gardens and notify Living Classroom staff as soon as reasonably possible if there is to be any disruption, relocation or changes to the garden spaces.

#### **Living Classroom Personnel / Docent Volunteers**

All Living Classroom staff and Living Classroom trained docents complete livescan, criminal background checks, and TB testing. Parent volunteers in MVWSD will follow MVWSD guidelines for volunteering at the schools, with any testing or expenses covered by the district.

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**

\_\_\_\_\_  
**Sierra Van Zandt**  
**Title: Executive Director**

**Date:** 4/29/2025

**By: Mountain View Whisman School District**

\_\_\_\_\_  
**Cathy Baur**  
**Title: Chief Academic Officer**

**Date:** \_\_\_\_\_

## JUSTIFICATION REMARKS

Date: April 30, 2025

Requestor: Cathy Baur, Associate Superintendent  
Educational Services

Vendor: Living Classroom

Reason: Garden-based lessons for 25-26 school year

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**Remarks:** The District is seeking to contract with Living Classroom to provide hands-on garden based lessons in edible and native gardens cultivated at each school. All lessons are aligned with California Next Generation and/or Common Core Standards. The cost to provide these lessons is shared with Mountain View Educational Foundation. Living Classroom is on the District approved vendor list. Living Classroom has requested to use their contract and upon review, we believe the Living Classroom contract adequately outlines the services, cost and appropriate liability coverage required by MVWSD.

**MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT****Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST**

Vendor Name: Living Classroom

**\*REQUIRED CHECKBOX\* for Service Contracts**

- MVWSD Independent Contractor for Professional Services Agreement (PSA) completed
- If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

 **Contract for Professional Services / Special Services** \*\* Approved Vendor\*\*

- \$50,000 or below, no further steps required.
- \$50,001 and above, completed the following items:
- \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

*\*If it is advantageous for the district to pursue a particular vendor, a justification can be attached.* **Contract for Services (NOT Special Services)**

- \$50,000 or below, no further steps required.
- \$50,001 - \$114,500, completed the following items:
- \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

 **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors**

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

 **Contract for Waste Services (MOT or CBO)**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

 **Contract for Transportation (Bus, Cars, etc.) Services**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

 **Contract for Equipment, Materials and Supplies**

- \$75,000 or below, no further steps required.
- \$75,001 - \$114,500, completed the following items:
- \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

 **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

 **Contract for Educational Materials (Ed Services)**

- \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

**Contract for Perishable Foods {Child Nutrition}**

- \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

**Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Office}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**Contract for Construction, Repair and Maintenance {MOT or CBO}**

- Up to \$75,000, completed the following items:
  - \_\_\_ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
  - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$75,001 - \$220,000, followed the Informal Bid Process in the Purchasing Processes and Procedures document.
- \$220,001 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.
- Lease-Leaseback, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- Design-Build, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.



**Contract for Energy Services That Will Generate Cost Savings**

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

**Emergency Contracts {CBO Only}**

- Followed the applicable steps in the Purchasing Processes and Procedures document.

**\*Both signatures below are required\***

<u>Approval by Department Head</u> (Minimum: Manager Level)	<u>Approval by Person with Delegated Authority</u> (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: <u></u>	Signature: <u></u>
Date: <u>7/30</u> , 20 <u>25</u>	Date: <u>13 MAY</u> , 20 <u>25</u>
Print Name: <u>Cathy Baur</u>	Print Name: <u>Jeffrey Baier</u>
Print Title: <u>Associate Superintendent</u>	Print Title: <u>Superintendent</u>

**For Department:** Educational Services

Checklist not required for school sites

Living Classroom Contract - \$140,000