

**Memorandum of Agreement
Between the
County of Monterey
And the
Monterey Peninsula Unified School District**

This Memorandum of Agreement (AGREEMENT) is between the County of Monterey, a political subdivision of the State of California (hereinafter "COUNTY") and the Monterey Peninsula Unified School District (hereinafter "MPUSD").

1.0 Background: CalFresh Healthy Living (previously NEOP-Champions for Change program) is a program within the Monterey County Health Department. The purpose of the CalFresh Healthy Living program is to increase water, fruit and vegetable consumption, increase physical activity levels, and to provide federal nutrition food service information to CalFresh eligible youth and families in Monterey County.

MPUSD serves more than 10,000 students throughout the Monterey Peninsula, including Seaside and Marina. The mission of MPUSD school system is through dynamic, engaging learning experiences and collaborative partnerships within the diverse community; ensure that each student will attain the intellectual, social and personal knowledge to passionately seek the many challenges of the future. MPUSD consists of twelve elementary schools, three middle schools, four high schools, and alternative education programs.

COUNTY and MPUSD have a common objective: to enhance partnerships between County through its Health Department's Prevention Services Branch, CalFresh Healthy Living Program (hereinafter "CFHL") and MPUSD to outline potential opportunities to increase nutrition education and physical activity promotion for children and CalFresh eligible families through MPUSD, and continue the relationship between MPUSD administration, the school community and CFHL program staff.

2.0 Term: Subject to funding, this AGREEMENT will become effective on October 1, 2019 and shall remain in effect until September 30, 2022. This AGREEMENT may be amended in writing by both parties. Either party may terminate this AGREEMENT with a thirty (30) day advance written notice.

3.0 Notices: Notices to the parties in connection with this AGREEMENT shall be given by email as follows:

County of Monterey
Ed Moreno, M.D., Director of Public Health
Telephone: (831) 755-4585
E-mail: MorenoEL@ca.monterey.ca.us

Monterey Peninsula Unified School District
Micha James, Food Service Director
Telephone: (831) 392-3947
E-mail: mijames@mpusd.k12.ca.us

4.0 COUNTY (CFHL) Responsibilities:

1. Oversee all activities covered by the State Agreement's scope of services with CFHL.
2. Prepare and submit all required state reports or data required by CFHL program.

3. Conduct at least one “train the trainer” session for school teachers, food services personnel and other school personnel per contract year on use of the nutrition and physical activity curriculum; how to conduct cooking demos in their classrooms and school sites, the teacher as a role model, or healthy snacking.
4. Provide nutrition education and physical activity education at least six times during the school year in approved schools.
5. Conduct tasting demonstrations for those classroom students whose teachers participated in the Harvest of the Month/MyPlate nutrition and physical activity sessions.
6. Collaborate and participate in school wellness councils, providing materials, resources and technical assistance to improve school wellness policies.
7. Per contract year, participate in at least one school event to promote the CFHL message and activities, can include: Back to School Nights, Open Houses, Fitness Days, Harvest Fairs, etc., or other school events.
8. Provide space and help recruit parents for at least, one (30-60 minute) nutrition and physical activity parent education training, if requested.

5.0 MPUSD Responsibilities:

1. Provide space for training and a safe location for curriculum binders and activity bin to be stored on site (if applicable).
2. Provide a staff member to serve as a contact person to help schedule Harvest of the Month/MyPlate sessions, receive nutrition education materials, curriculums and other resources.
3. Per contract year, send teachers to at least one “train the trainer” session, if requested.
4. Per contract year, provide space at one school-based event such as, Back to School Night, Open House or other organized school nutrition and/or physical activity event.
5. Provide space and help recruit parents for one (30-60 minute) nutrition and physical activity parent education training, if requested.

6.0 Mutual Indemnification: COUNTY hereby agrees to indemnify, defend, and save harmless MPUSD and its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by COUNTY or COUNTY's officers, agents, and employees in connections with the performance of this Agreement.

MPUSD hereby agrees to indemnify, defend and save harmless COUNTY and its officers, agents and employees, to the extent permitted by applicable law, from and against any and all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury, or death incurred by reason of any act or failure to act by MPUSD or MPUSD's officers, agents and employees in connection with the performance of this Agreement.

7.0 Insurance: Both parties are responsible for providing proof of insurance or self-insurance for: (a) commercial general liability insurance or a program of self-insurance, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and (b) workers' compensation insurance in accordance with California Labor Code section 3700 or an authorized program of

self-insurance, with a minimum of \$1,000,000 per occurrence for employer's liability. Both parties shall list the other as the certificate holder as follows:

County of Monterey
1270 Natividad Road
Salinas, CA 93906

Monterey Peninsula School District
540 Canyon Del Rey
Monterey, CA 93940


- 7.1 **Fiscal Provisions:** There is no exchange of funds between parties associated with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authority as follows.

County of Monterey

Monterey Peninsula Unified School District

By: _____
Contracts/Purchasing Officer

By:  _____
Daniel "PK" Duffenbaugh, Superintendent/Principal

Date: _____

Date: 9/18/19

By:  _____
Elsa Jimenez, Director of Health

Date: 12/11/2019

Approved as to Content:

By:  _____
Ed Moreno, M.D., Public Health Bureau Chief

Date: 11/15/19

Approved as to Form:

By:  _____
Deputy County Counsel

Date: 11/26/19

Approved as to Fiscal Provisions:

By:  _____
Auditor/Controller

Date: 12/15/2019

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____