MEMORANDUM OF UNDERSTANDING (MOU)

Between

<insert name: First Last> (Principal, <site name>)

And

<insert name: First Last> (Community Garden Primary Contact)

And

Lisa Jansen (Manager of Facility Planning, SPPS)

PURPOSE & SCOPE
The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the establishment, management and termination of community gardens at a property owned by St. Paul Public Schools.

In particular, this MOU is intended to:

- Establish the key stakeholders, leaders of the project and their management plan
- Increase the likelihood of a successful, long-lasting garden project
- Enhance the value of gardens at St. Paul Public Schools

BACKGROUND OF FACILITIES DEPARTMENT
St. Paul Public Schools Facilities Department maintains and improves the buildings and grounds at all District-owned schools and sites. In 2011, the Facilities Department established the guidelines for community gardens in the District. Those guidelines are present in the “Community Gardens: Facilities Standards and Procedures” document, available online at:


BACKGROUND OF COMMUNITY GARDEN
Purpose of the garden:

<Please describe in detail how the garden is intended to be used>

Management plan of the garden:

<Please describe in detail what will be done to keep the garden maintained.>

Management plan of the group/transfer of leadership:

<Please describe in detail what will be done to transfer leadership of the garden in the event of changing commitment by the current leadership>

Name of community garden leadership:
• **Primary Contact:** <Insert name: First Last>  
  o Contact email: <insert email>  
  o Contact phone: <insert phone number>

• **Other contacts as necessary:** <Insert name: First Last>  
  o Contact email: <insert email>  
  o Contact phone: <insert phone number>

**PRINCIPAL'S RESPONSIBILITIES UNDER THIS MOU**
The Principal shall undertake the following activities:

- Share with the community garden leadership any concerns related to the condition or use of the community garden.
- Promote and review the compliance of the community garden relative to the Standards and Procedures document.
- Keep record of current garden leadership contact information.

By signing this MOU, the Principal:

1. Acknowledges the liability of the school to cover the cost of removing the garden should Principal or community garden leadership decide to cease support of the garden or should repeated violations of Standards and Procedures policy or MOU warrant the cessation of the garden’s use.
2. Recognizes their role as primary point of responsibility for adherence to this MOU.

**COMMUNITY GARDEN LEADERSHIP RESPONSIBILITIES UNDER THIS MOU**
The community garden leadership shall undertake the following activities:

- Enact the abovementioned “Management plan of the garden” and “Management plan of the group/transfer of leadership”.
- Abide by the guidelines as written in the Standards and Procedures document.
- Ensure all garden volunteers and users submit a Liability Waiver to the school prior to use.

**FACILITIES DEPARTMENT'S RESPONSIBILITIES UNDER THIS MOU**
The Facilities Department shall undertake the following activities:

- Provide reference knowledge for gardening activities.
- Provide appropriate notification to the Principal and garden leadership of the District’s intent to repurpose the land for other purposes.
- Monitor the condition of the garden and notify the site if the conditions differ from those set out by the MOU and the Standards and Procedures document.

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. Termination of this agreement will occur at a mutually agreed upon date or date of the removal of the garden.
2. All participants in the community garden indemnify and hold harmless St. Paul Public Schools against loss or threatened loss or expense by reason of the liability or potential liability of the District for or arising out of any claims for damages.
EFFECTIVE DATE AND SIGNATURE
This MOU shall be effective upon the signature of Principal and Manager of Facility Planning. It shall be in force from date of signature to date of termination.

Signatures and dates:

______________________________  __________________________
Principal <site name>              Date: mm/dd/yyyy

______________________________  __________________________
Community Garden Leader            Date: mm/dd/yyyy

______________________________  __________________________
Manager of Facility Planning, SPPS Date: mm/dd/yyyy