

Land Use & Housing Committee  
Joint Use Gardens Binder  
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# School and Community Gardens

Communities Putting Prevention to Work is a program of the County of San Diego Health and Human Services Agency funded by the federal Centers for Disease Control and Prevention through the American Recovery and Reinvestment Act from March 19, 2010 to March 18, 2012. The goal of the grant is to reduce chronic disease through policy, environmental, and organizational changes that target three focus areas: healthy physical activity, healthy nutrition, and healthy school environments.



## Focus Area: Healthy Nutrition

**Background:** The permitting process for establishing community gardens in San Diego County varies from city to city and can cost up to \$40,000, making the installation of community gardens difficult for local residents. Schools are generally supportive of school gardens but need long-term partnerships in order to sustain them year-round.

## Outcomes:

- Increase access to fresh produce grown in school and community gardens.
- Develop and implement policies in general plans, permits and/or ordinances to establish and sustain school and community gardens.

## Deliverables:

### *Regional Garden Education Centers*

- Establish five Regional Garden Education Centers to educate and train community garden managers, school staff and volunteers, and community residents.

### *School Gardens*

- Assist in the development and adoption of school district wellness policy language and joint-use policies that support school gardens.
- Assist with the integration of school garden activities into school curricula and after-school programs.

### *Juvenile Probation Facility Garden*

- Provide support for establishing a garden at one of the County Probation Detention facilities.

### *Community Gardens*

- Partner with three communities to develop policies in existing general plans, permits, and/or ordinances for gardens.
- Compile strategies to increase access to and utilization of community gardens by the general population.

### *Food System*

- Conduct two educational forums for school and healthcare food service directors to promote healthy food service environments and the use of local produce.

**Contractor:** University of California, San Diego (UCSD)

**Subcontractors:** Community Health Improvement Partners (CHIP)

**Contact:** JuliAnna Arnett, [jarnett@sdchip.org](mailto:jarnett@sdchip.org)



# Healthy Works<sup>SM</sup>

## School and Community Gardens Intervention

### Joint Use Gardens : Building Communities, Supporting Schools

In a time of shrinking budgets, joint use projects provide an opportunity for schools and communities to work together to maximize resources and achieve shared goals. Establishing a joint use garden—a garden shared by a community and a school, typically on school land, with some plots designated for school use and some for community residents—is a great way to share resources, build relationships that strengthen a community, promote exercise and healthy eating, and ensure the sustainability of a school garden.

#### Benefits of Joint Use Gardens

Joint use gardens offer many benefits, especially in urban areas, where space for gardening is scarce:

- Students gain from opportunities for experiential learning and intergenerational engagement.
- Teachers and after-school staff gain from having gardening expertise close at hand.
- Schools receive support and assistance in maintaining the garden
- The entire school shares in the pride that comes from having a thriving garden on campus.
- Community residents get a place to garden nearby, access to healthy, affordable food, and a way to contribute to their neighborhood by beautifying school grounds and sharing their knowledge with youth.
- For many gardeners, especially parents and grandparents, the garden enhances their connection to the school, their neighbors, and the community.

#### Joint Use Partnerships

Joint use is happening in cities throughout California and across the nation. In fact, the concept of joint use is not new. Schools have shared their land and facilities for community use for over 200 years. Most states, including California, have policies to encourage or require schools to make facilities open to the public<sup>1</sup>. In California, a 2008 survey conducted by the Center for Cities and Schools revealed that close to 60 percent of responding school districts already have some type of joint use partnership. San Diego Unified School District, for example, is a partner in over 40 joint use agreements.

Joint use partnerships can be formal (based on a legal document) or informal (based on a handshake), but formal agreements offer increased protections for both the facility and the community group using the facility. Since school staffing can change over time, personal relationships are not the most secure way to guarantee access to facilities into the future. A formal agreement can also help prevent problems related to maintenance, operations, liability, ownership, or cost from arising.

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<sup>1</sup> The Community Recreation Act and the California Civic Center Act promote the use of California school facilities for community purposes. The Community Recreation Act allows public agencies and schools to “do any and all things necessary or convenient to aid and cooperate in carrying out” community recreation programs that “promote and preserve the health and general welfare of the people of the state.” The California Civic Center Act identifies public school facilities as civic centers for the convening of any public groups that pertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside.

School districts may be reluctant to open school property to the community after hours, concerned about the legal risks and the costs associated with injury or property damage. The good news is that California state law offers school districts strong protections against lawsuits. By prudently maintaining their property, carrying insurance, and requiring groups who use their property to maintain insurance—and by entering into formal joint use agreements—districts can minimize their risk.

There's no single path to developing a joint use agreement, and crafting a successful one requires care, cooperation, and ongoing communication among the partners as they address concerns and work out logistics. A first step in developing a partnership is to bring key stakeholders together to talk about their vision for the project and begin building relationships. People to include are school and district leadership, teachers, after-school staff, parents, community residents, and representatives from city government and local nonprofit organizations. As the partnership evolves, clearly spelling out each partners' roles and responsibilities and putting these into an agreement will minimize any potential conflict and ensure that the benefits of the partnership outweigh the challenges.

## Resources

For excellent information on joint use partnerships, including a joint use toolkit and sample agreements, visit the websites of these organizations:

- National Policy and Legal Analysis Network to Prevent Childhood Obesity: <http://www.nplanonline.org/nplan/joint-use>
- Prevention Institute, JointUse.Org: <http://www.jointuse.org/home/>
- California Project Lean: <http://www.californiaprojectlean.org>
- Center for Cities and Schools: <http://citiesandschools.berkeley.edu/>

(Sources: "Checklist for Developing a Joint Use Agreement" and "Opening School Property After Hours," National Policy and Legal Analysis Network, <http://www.nplanonline.org>; and "Joint Use of School Facilities: Frequently Asked Questions," California Project Lean, [www.californiaprojectlean.org](http://www.californiaprojectlean.org).)



**Made possible by funding from the U.S. Department of Health and Human Services, through the County of San Diego.**

**The Healthy Works<sup>SM</sup> School and Community Gardens Intervention is implemented in partnership with the University of California San Diego and the San Diego County Childhood Obesity Initiative, a program facilitated by Community Health Improvement Partners.**

## Healthy Works<sup>SM</sup> School and Community Gardens Program California School Community Garden Models

School districts, public entities, and nonprofits widely utilize joint use agreements to support sports leagues and physical activity. It is less commonly known that joint use agreements are also used to support the development and sustainability of gardens. School community gardens (i.e., joint use gardens) allow schools to use some plots and community residents to use others and provide a practical solution to the challenges schools face in sustaining school gardens and communities in finding safe places to garden, particularly in urban areas where land is scarce. This documents highlights a handful of California-based school community partnerships that support school community gardens or community gardens on school property. There are many other models throughout the country and nation.

### **Grossmont Unified School District (GUSD), City of La Mesa & Community Garden Licensee**

The City of La Mesa received funding in 2010 from The California Endowment to support a community garden. After a year-long search for potential land, the City was unable to secure a viable site due to environmental and logistical challenges with the proposed sites. In continuous search for an ideal location, the City of La Mesa and long-standing partner Helix Charter High School (GUSD) applied for and received the Healthy Works<sup>SM</sup> School and Community Gardens Program's planning grant for a joint use garden (i.e., community garden on school property). The grant helped address two community concerns: 1. it identified a viable location on school property for a community garden and 2. it provided the school a new tool for enhancing classroom education. Since receipt of the grant in August 2011, the City of La Mesa and GUSD have drafted a joint use agreement. The agreement provides permission for the City of La Mesa to lease the school's property to a garden board for the development of an on-site community garden. The 5-year agreement includes hours of operation, allowable uses, fees, parking, signage, construction, repairs and maintenance. The City of La Mesa, GUSD, and local community gardens are still negotiating the terms of the joint use agreement, but have expressed intent to execute the agreement in a timely manner.

**Contact:** Yvonne Garrett, Assistant City Manager/Director Community Services, City of La Mesa; 619-667-1311; [ygarrett@ci.la-mesa.ca.us](mailto:ygarrett@ci.la-mesa.ca.us)

### **Pixley Union School District (PUSD) & Pixley Community Gardeners**

A group of parents interested in growing affordable, culturally appropriate fruits and vegetables approached PUSD about the development of a community garden on school property. In little more than 10 months, the gardeners organized, determined roles and responsibilities, and negotiated terms of a memorandum of understanding (MOU) with the school district. The parents and school agreed that a community garden on school property was a win-win for the community and school— using underutilized outdoor space, fostering community engagement, building relationships between the school and community, and PUSD family and student health. The MOU between PUSD and the

Pixley Community Gardeners outlined the terms of the garden's operation (e.g., water fees, damages, communication, process of agreement renewal) and provided residents access to a fenced in garden on school property for a \$12 annual key fee. Upon its establishment, the community garden soon led to the revitalization of the school's existing school garden through community volunteerism and support.

**Contact:** Susan Elizabeth, Community Lead, Central California Regional Obesity Prevention Project; 559-738-9167; [skycat1941@sbcglobal.net](mailto:skycat1941@sbcglobal.net)

### **Berryess Union School District/Moreland School District & City of San Jose**

The City of San Jose currently manages 18 community gardens; three on school district property. More than 900 residents are served through the City's program and another 300 people sit on the program's waiting list. In order to expand its program and offer community gardening as a recreational program for its residents, the City of San Jose has partnered with both Berryess Union School District and Moreland School District. The Real Property Use Agreements between the City of San Jose and the respective school districts outline 20-year partnerships for the operation of community gardens on school property. The City of San Jose has agreed to pay rent (\$1), oversee access to the garden from 7:00 a.m. – 8 p.m., maintain property, and arrange and pay for all utilities (water, electricity, garbage collection). The operation of the gardens are overseen by a part-time staff at the City of San Jose. Volunteer garden management teams oversee the individual gardens in exchange for free community garden plots.

Contact: Jayme Dickson, City of San Jose; [jayme.dickson@sanjoseca.gov](mailto:jayme.dickson@sanjoseca.gov)

### **Milpitas Unified School District & City of Milpitas**

The City of Milpitas has a joint use agreement with the Milpitas Unified School District to utilize land adjacent to Weller Elementary School for the Cesar Chavez Community Garden. The community garden has existed for decades, but it was not until 2010 that a formal joint use agreement was executed for the operation of the community garden. The property includes 50 garden plots with two designated for the Milpitas Unified School District and one for the City of Milpitas. The garden is managed jointly by the City of Milpitas Parks & Recreation Services (oversees fees, gardener relations) and Public Works Department (oversees fencing). A fence separates the garden from the school, and gardeners have access from 8 a.m. to sunset. Plot fees are \$60 for residents and \$90 for non-residents to help offset garden water expenditures. Their joint use agreement outlines hours of operation, liability, insurance requirements (\$2 million), property oversight and maintenance, and indemnity.

Contact: Patty Castaloon, 213.381.3747

Made possible by funding from the U.S. Department of Health and Human Services, through the County of San Diego.

RECORDING REQUESTED BY:  
La Mesa District and City Clerk

Fee exempt per  
Government Code Section 6103

WHEN RECORDED RETURN TO:  
Mary J. Kennedy, CMC, District and City Clerk  
District and City of La Mesa  
P.O. Box 937  
La Mesa, CA 91944-0937

This Space for Recorder's Use Only

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REAL PROPERTY LICENSE AND USE AGREEMENT  
BETWEEN GROSSMONT UNION HIGH SCHOOL DISTRICT and the CITY OF LA MESA  
FOR A PORTION OF THE PREMISES LOCATED AT  
HELIX CHARTER HIGH SCHOOL, 7323 UNIVERSITY AVENUE, LA MESA

This License and Use Agreement, hereinafter referred to as the “Agreement” is made this date of \_\_\_\_\_, and is entered into by the GROSSMONT UNION HIGH SCHOOL DISTRICT (“District”), and the CITY OF LA MESA, a municipal corporation (“City”), together sometimes collectively referred to as (“Parties”).

RECITALS:

- A. The provisions of California Education Code Sections 10900 through 10915, inclusive, support joint action by the District and the City for the purpose of providing programs for community recreation, including, but not limited to entering into agreements that allow the parties to organize, promote and conduct programs in order to improve the health and general welfare of the citizens of the City of La Mesa and to cultivate the development of good citizenship.
- B. District is the owner of that real property situated in the City of La Mesa, County of San Diego, State of California, more particularly known as Helix Charter High

School, 7323 University Avenue, hereinafter referred to as (the “Premises”). The Premises are described and depicted in Exhibit “A” hereto.

- C. Premises are currently improved for use as a Charter High School.
- D. City and District, pursuant to the above-mentioned provisions, desire to enter into an agreement for the improvement of and for the use of portions of District’s property for public recreation purposes, specifically as a community garden. The community garden is a place where members of the public will be permitted to maintain garden plots on the Premises. The City and any of its sub-licensees shall reserve two plots for use by the Helix Charter High School. The plots reserved by the school shall be 3’ x 8’ each.
- E. District hereby acknowledges and agrees that City may enter into a License Agreement with the Community Garden Board of Directors for the purpose of:
  - 1. Maintenance of improvements to the approximately 6000 square feet portion of Helix Charter High School as designated in Exhibit “A” attached hereto, and incorporated herein as part of this Agreement, including all fencing, gates, garden beds, signage, and any future enhancements such as seating, drinking fountains, or other amenities, according to District policy and regulation.
  - 2. Establishment of a lawful fictitious business name for the purpose of accepting and managing all donations.
  - 3. Establishment and maintenance of a checking account in a private bank for protection and disbursement of all donated funds.
  - 4. Fiscal accountability to donors for all funds and financial transactions

associated with donated funds.

5. Daily monitoring of the facility and notification of dangerous conditions or circumstances to appropriate District representatives.
6. Daily policing of garden area to ensure it is kept free of litter.
7. Ensuring that garden plot renters follow rules as set forth in the Helix Community Garden User Agreement.
8. Conducting and paying for all fundraising events and costs associated with community garden including maintenance and any future enhancements to the facility.
9. Purchase of insurance naming District and City as additionally insured as well as agreement to provide appropriate indemnification of the District and City consistent with the indemnification provisions in this Agreement.
10. Providing proper waiver and releases of the District and City from all persons who may access the Premises as part of the community garden operation.

1. TERM:

The term of this Agreement shall commence upon approval by both District and City and shall be effective for five (5) years, ending at 12:01 AM on the fifth anniversary of execution of the Agreement, unless earlier terminated as described herein.

- a) Option to Extend Term. City shall have two (2) options to extend the term of this Agreement (the “Extension Option”) of one year each. If both Extension Options are exercised, the total term of this Agreement shall be for a period of seven (7) years. To exercise the Extension Options, City

must do the following:

- (1) Provide written notice to District that City elects to exercise the Extension Option not less than ninety (90) days prior to the expiration of the term then in effect, and
- (2) Must be in compliance with each and every condition, term or obligation contained in this Agreement at the time the written notice is received by District . Promptly following the exercise of the Extension Option, District and City shall amend this Agreement and the Memorandum to reflect the extension of the term. Except for the length of the term, all terms and provisions of this Agreement shall continue in full force and effect.

- b) Early Termination. At any time during the term or extended term of this Agreement either party shall have the right to terminate this Agreement for convenience upon not less than six (6) months prior written notice to the other parties of the election to terminate. In the event that District needs to utilize the Premises for educational purposes, the District may terminate the Agreement upon sixty (60) days written notice, which notice shall indicate the reason for the termination and the specific educational purpose for which the Premises are required.

## 2. RENT

Subject to the terms and conditions of this Agreement, City shall pay District the sum of one dollar (\$1.00) annually for use of Premises and District's grant of a license for access to, from, on, over, and through the Premises for the purpose of the installation and operation of the

community garden program described herein.

3. OPERATIONAL FUNDING:

City and any of its sub-licensees shall assume the responsibility for all operating costs of the community garden program on the Premises.

4. USE AND FEES:

The Premises shall be used only for the operation and maintenance of a community garden and uses which are related to the operation of the community garden on the Premises and which District has approved in writing.

Representations and Warranties. District represents and warrants to City that each of the following statements is true and correct and not subject to qualification.

- a) Title. The District holds fee title to the Premises and to the best of District's knowledge, title is not subject to any exceptions, liens, encumbrances, restrictions, third party rights or other matters.
- b) Governmental Violations. To the best of District's knowledge, the Premises are not in violation of any law, ordinance, decree or governmental regulation.
- c) Litigation. To the best of District's knowledge, the Premises are not subject to any existing or threatened litigation.
- d) Environmental. To the best of District's knowledge, (1) the Premises do not contain any toxic or hazardous materials in excess of legally permissible levels, (2) the Premises are not and have never been the subject of any governmentally ordered or mandated removal or cleanup of contaminated soils, (3) the ground water beneath the Premises is not subject to any contamination, and (4) no underground storage tanks have ever been placed on or beneath the Premises.

- e) Governmental Action. To the best of District's knowledge, with respect to the Premises, there are no existing or threatened governmental proceedings in eminent domain, for rezoning, to widen or realign streets, or to impose any assessment districts.
- f) Other Agreements. With respect to the Premises, to the best of District's knowledge there are no unauthorized leases, subleases, licenses, occupancies or Agreements that affect the Premises.
- g) Encroachments. To the best of District's knowledge, there are no improvements on the Premises which encroach on any adjoining Premises and no improvements on any adjoining Premises, which encroach on the Premises.
- i) Authority. District and City have full authority, without necessity of any further acts or approvals, to enter into this Agreement and to perform its obligations hereunder.

5. SUPERVISION AND SAFETY:

City and any of its sub-licensees shall ensure that the rules and procedures as outlined in Exhibit "C" are followed by participants and visitors on the Premises. Such rules and procedures shall include but not be limited to the following:

- a) Rules and procedures for use of proper operation of equipment and machinery utilized by program participants.
- b) City and any of its sub-licensees shall develop, post, and require participants to abide by facility rules and code of conduct.
- c) City and any of its sub-licensees shall maintain a record of all known or reported injuries incurred by participants in the Premises. To the extent permissible by law,

City and any of its sub-licensees shall furnish this record, along with copies of any incident reports, to District upon request.

6. SCHEDULE OF OPERATIONS:

City and any of its sub-licensees shall operate the Premises as a community garden and the schedule will be mutually established between District and City based on baseball field use, program participation, and community input, and which schedule shall ensure that the community garden does not interfere with the District's ongoing school operations and shall be consistent with good management of the Premises and during the remaining term of this Agreement, changes to the above required regular schedule of hours of operation shall be mutually agreed between District and City prior to such schedule's implementation. City and any of its sub-licensees shall have the right to close its operation of the Premises for limited periods during the term for alteration, remodeling, or repairs, provided it has first received the written approval of District designee for such closing, or during periods when weather conditions or matters beyond City and any of its sub-licensees' reasonable control make use of the Premises as above contemplated impractical.

7. UTILITIES:

City shall fund, as long as grant funds are available, initial water utility installation and water meter and City and any of its sub-licensees will pay for all water use and future repairs at the garden site following original installation. If used for District purposes, the water line shall be separately metered for District use. District shall arrange and pay for garbage collection at the Premises.

8. REPAIRS AND MAINTENANCE:

City and any of its sub-licensees shall maintain the Premises at all times in good

condition and repair, at no expense to District. City and any of its sub-licensees agree that it shall not discharge hazardous materials, as defined in Exhibit “B” to this Agreement, at or onto the Premises. Each party further agrees to notify the District in writing within three days of notice of safety concerns from the perspective of a reasonable user. In addition, immediate repair, replacement or protection of the property shall be made by the party that discovers it.

9. FIXTURES AND IMPROVEMENTS:

City agrees to install chain link fencing and a 3-inch water line of sufficient size to service the Premises, irrigation, and signage for the proposed use. It is understood that the City has some grant funds available not to exceed \$16,240 that can be used toward the construction cost of the community garden. Other funding shall be secured by City and any of its sub-licensees as needed for the remaining construction costs. Except with respect to City’s installation of the community garden, and all necessary appurtenances thereto, including but not limited to fencing, fly netting, irrigation, utilities and a 10 x 10 storage shed at the Premises, City and/or its sub-licensees shall not make any improvements to the Premises without first obtaining the consent of District. Any improvements approved by District shall be made at no expense to District.

Upon expiration or sooner termination of this Agreement, City and any of its sub-licensees agree to remove, at District’s written request, any improvements made to the Premises and to restore the Premises to its original condition, with the exception of reasonable wear and tear and damage caused by acts of God. If District terminates this Agreement for an “educational purpose” pursuant to Section 1(b), Licensee shall have up to one hundred twenty (120) additional days after termination of the Agreement to remove improvements and restore Premises to its original condition. If the District elects to permit any such improvements to remain on the Premises following expiration or termination of this Agreement, all such improvements shall

become the property of the District, and City and any of its sub-licensees shall take all actions necessary to effectuate such a transfer of ownership/title.

10. SIGNS:

District agrees that City and any of its sub-licensees may erect and maintain, at no expense to District, signs that identify the operations proposed herein, upon the Premises. All signs shall be in accordance with City ordinances and City and any of its sub-licensees shall submit design plans for proposed signage to the District for review and approval and obtain any appropriate permits prior to installation.

11. PARKING:

It is understood by the parties hereto that adjacent to the Premises there presently exists a parking lot which is operated and maintained by District primarily for the students attending Helix Charter High School. District shall maintain the adjacent parking lot as a parking area and City and any of its sub-licensees hereby agree that, although said parking area is not a part of the Premises, City, any of its sub-licensees, and any of their respective patrons may utilize said parking area at the discretion of District. It is further agreed by City and any of its sub-licensees that no part of said parking area shall be marred, designated, or otherwise identified as being for the use of either the City and/or any of its sub-licensees' patrons.

12. TAXES:

Upon execution of this Agreement, City and any of its sub-licensees agree to pay before delinquency all taxes and assessments levied by any governmental agency having jurisdiction to so tax and/or assess, upon the Premises by reason of its license interest and/or personal Premises maintained by it upon the Premises.

13. WAIVER OR CHANGE OF AGREEMENT:

Any waiver by District and City of any breach of any one or more of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement, nor shall the failure of District and City to require or exact full and complete compliance with any of the terms, covenants or conditions of this Agreement, be construed as changing the terms hereof, or stop District and City from enforcing the full provisions hereof. Nor shall the term of this Agreement be changed or altered in any way whatsoever, other than by written agreement between District and City.

14. TERMINATION BY BANKRUPTCY:

Should City and/or any of its sub-licensees be adjudicated bankrupt, or make any assignment for the benefit of creditors, or should the leasehold estate pass to any person, firm, association or corporation, by operation of law or otherwise, without the written consent of District, District reserves the right to immediately terminate this Agreement upon written notice and to reenter and take possession of the Premises.

15. INDEMNIFICATION AND HOLD HARMLESS:

City hereby agrees to, and shall, hold District and its governing board, officers, officials, agents, volunteers, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from City operations and any construction activity under this Agreement, whether such operations or construction activity be by City or its sub-licensee, or by any one or more persons directly or indirectly employed by, or acting as agent for, City or any sub-licensee. City agrees to, and shall, defend and indemnify District and its governing board, officers, officials, agents, volunteers, and employees from any suits or actions at law or in equity for damages caused, or

alleged to have been caused, by reason of any negligent acts or omissions or willful misconduct. The City shall ensure that any of its sub-licensees agree to provide a similar indemnification and hold harmless to the District as well.

District hereby agrees to, and shall, hold City and its governing body/board, officers, officials, agents, volunteers, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the District's negligent acts or omissions or willful misconduct under this Agreement. District agrees to, and shall, defend and indemnify City and its governing body/board, officers, officials, agents, volunteers, and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any such negligent acts or omissions or willful misconduct.

16. INSURANCE REQUIREMENTS:

City and/or any of its sub-licensees' shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to Premises which may arise from or in connection with the performance of the work hereunder by City and/or any of its sub-licensees', their agents, representatives, employees or subcontractors. The insurance applies to the extent of, but not as a limitation to or in satisfaction of, the indemnity provisions.

A. MINIMUM LIMITS OF INSURANCE: Licensee shall maintain limits no less than:

1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with aggregate limits is used, either the aggregate limits shall apply separately to this project/location or the aggregate limit

shall be twice the required occurrence limit.

B. OTHER INSURANCE PROVISIONS: The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. District and City and their respective employees, officers and/or officials, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Licensee; products and completed operations of City and/or any of its sub-licensees' ; or premises owned, occupied or used by City and/or any of its sub-licensees' . The coverage shall contain no special limitations on the scope or protection afforded to District and City or their respective officers, officials, employees or volunteers. The following endorsement shall be made a part of each of the insurance policies specified above:

"The District and City and their respective employees, officers and/or officials, agents, and volunteers are hereby added as insureds."

2. Each insurance policy required by this provision shall be endorsed to state that coverages shall not be suspended, voided, canceled by either party, reduced in coverages or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District and City, with the exception of non-payment of premiums in which case a ten (10) day notice is sufficient. The following endorsement shall be made a part of each of the insurance policies specified above:

"Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to the District and City in the event of

cancellation and/or reduction in coverage of any nature, with the exception of non-payment of premiums not less than ten (10) days notice.”

3. City and/or any of its sub-licensees’ insurance coverages shall be primary insurance as respects the District and City and their respective officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District and City and their respective officers, officials, employees or volunteers shall be excess of City and/or any of its sub-licensees’ insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District and City and their respective officers, officials, employees or volunteers.
5. City and/or any of its sub-licensees’ insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A-:VI., and shall be "California-admitted carriers," unless otherwise acceptable to District and City.

City and/or any of its sub-licensees’ may propose alternatives to these requirements, provided District and City each receives a properly executed casualty reinsurance assumption of risk certificate ("cut-through endorsement").

E. VERIFICATION OF COVERAGE: City and/or any of its sub-licensees’ shall provide District and City with original endorsements effecting coverage required by this Section in addition to valid Certificates of Insurance. The policies and

endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance provisions are to be met and endorsements are to be received and approved by District and City before work commences. Prior to receiving any payments pursuant to the Agreement, City and/or any of its sub-licensees' shall cause verification of coverage to be filed with District and City. Certificates of Insurance shall not be accepted as substitutes for endorsements, as Certificates are required for information only. (CA Insurance Code Section 384.)

- F. SUBCONTRACTORS: City and/or any of its sub-licensees' shall include all contractors and their subcontractors (if any) as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- G. CONTINUOUS COVERAGE: City and/or any of its sub-licensees' agree that if such insurance is not maintained in full force and effect, District may take out the necessary insurance and pay the premium, and City and/or any of its sub-licensees' shall repay District immediately upon demand.

Nothing herein serves to relieve City and/or any of its sub-licensees' from obtaining and maintaining coverages as required by this Section.

17. PREMISES INSURANCE: District agrees to insure or self-insure District owned property to be used as a community garden in coverages and limitations acceptable to District and for the sole benefit of the District during the life of the Agreement. The cost of the property insurance will be passed on to the City and/or any of its sub-licensees' and will be due within

thirty (30) days of billing. Licensee may choose to insure or self-insure its property contained within the Premises, however, the District shall in no way be responsible for any loss or damage to Operator's property regardless of the cause thereof.

18. TIME OF THE ESSENCE:

Time is of the essence of each and all of the terms and conditions of this Agreement.

19. ENTRY AND INSPECTION:

District, its officers, agents, employees, licensees and invitees, shall have all rights of ingress and egress to and from the Premises twenty-four hours each day during the term of this Agreement. The Premises shall be open to the City and/or any of its sub-licensees based on a mutually agreed upon schedule by the City and, District. The District will be provided keys to the gate for accessing the Premises and may access the Premises independent of the gardeners.

The City and/or any of its sub-licensees shall also be responsible for ensuring the safety of the Premises during the hours of community garden use for the term of this Agreement.

Throughout the term of this Agreement, City and/or any of its sub-licensees shall maintain the Premises in a manner compliant with all applicable laws, ordinances and regulations (including but not limited to state and federal access laws). City and/or any of its sub-licensees shall also take the following measures to ensure that access to the Premises by the District and City, its officers, agents, employees, licensees and invitees shall not interfere with the use and operation of Helix Charter High School.

- Erecting and maintaining in a safe manner a fence around the Premises, which includes a separate access point for City and any sub-licensees for operation of the community garden;
- Keeping the gate to the Premises locked;

- Assuring that City and/or any of its sub-licensees visit and inspect the Premises at least twice per week;
- Assuring that the Premises will be managed on site by a single or group of volunteer managers; and
- Ensuring that City and/or any of its sub-licensees use of the Premises shall comply with all applicable local, State and Federal laws and regulations, and that violation by the City and/or any of its sub-licensees of any such applicable local State or Federal law or regulation shall give the District the right to terminate this Agreement, notwithstanding any other provision of this Agreement. City and/or any of its sub-licensees shall also maintain and provide to District an accurate, up-to-date, list of all persons maintaining garden plots or otherwise utilizing the Premises. Within five (5) business days of any changes in the list of persons maintaining garden plots on the Premises, City and/or any of its sub-licensees shall provide the District with a modified list reflecting those changes.
- The City and any sub-licensee, and their respective contractors, agents and employees, shall not use, generate, manufacture, produce, or release, on, under, about or adjacent to the Premises any hazardous substance except in compliance with all applicable environmental laws.

District shall have the right to have its respective authorized employees and agents enter upon the Premises at any and all reasonable times for the purpose of inspecting the Premises in order to determine City and/or any of its sub-licensees compliance with the terms of this Agreement.

20. RESERVATION FOR DISTRICT USE:

District hereby reserves all rights, title and interest in any and all gas, oil minerals and water, upon or beneath the Premises. District shall have the right to enter said Premises for the purpose of making repairs to or developing the services of District and District shall coordinate such repairs or development with Licensee to minimize impact on the Premises. District hereby reserves the right to grant and use such easements or establish and use such rights-of-way over, under, along and across said Premises for utilities, as it may deem advisable for the public good.

21. ASSIGNMENT:

City and/or any of its sub-licensees shall not assign the Premises, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents, officers and employees of District and City excepted) to occupy or use the Premises, except as consistent with the purpose of this Agreement, without the prior written consent of the District and City. Notwithstanding the foregoing, the parties recognize and agree that City may enter into use agreements with the community gardeners who garden at the Premises without the written consent of District pursuant to the terms and conditions of this Agreement.

22. COMPLIANCE WITH LAW

City and/or any of its sub-licensees shall, at their sole cost and expense, comply and secure compliance with all the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said Premises, or the operation conducted thereon, and shall faithfully observe, and secure observance with, in the use of the Premises, all municipal ordinances and state and federal statutes now in force or which may hereafter be in force, and shall pay before delinquency all taxes, assessments, and fees assessed

or levied upon City and/or any of its sub-licensees or the Premises by reason of any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by City and/or any of its sub-licensees or by reason of the business or other activities of City and/or any of its sub-licensees upon or in connection with the said Premises. The judgment of any court of competent jurisdiction, or the admission of City and/or any sub-Licensee or permittee in any action or proceeding against them or any of them, whether District and City be a party thereto or not, that City and/or any sub-licensee or permittee has violated any such ordinance or statute in the use of the Premises shall be conclusive of that fact as between District and City. City and/or any of its sub-licensees shall not be obligated to correct or cure any violation related to the improvements on the premises existing at the commencement of the term under this Agreement.

23. EQUAL OPPORTUNITY

City and/or any sub-licensee(s) shall not discriminate against any employee, person or applicant for a community garden plot because of race, age, sexual orientation, marital status, color, religion, sex, handicap or national origin.

24. FORFEITURE AND REMEDIES:

Should either of the Parties fail to faithfully perform or observe any covenant, condition or Agreement herein contained on the part of either of the Parties to be performed, and should such default continue for a period of thirty (30) days after written notice thereof, or should the Premises be vacated or abandoned, then District, may enter upon and repossess the Premises and terminate this Agreement immediately and all rights of City and/or any of its sub-licensees herein in and to the Premises. District and City agree that such action on the part of District shall not release District and City from any liability which would otherwise attach or accrue under the

provisions of this Agreement or for any losses, damage or liability which District may suffer during the remainder of the term of this Agreement by reason of such breach, and the failure of District and City to thereafter perform the covenants and conditions hereof, whether or not the Premises remains vacant. In the event of any such breach of this Agreement, District may pursue either of the foregoing remedies or pursue or seek any other remedy or enforce any right to which District may by law be entitled. The said 30-day period to cure may be extended only upon the express written consent of District or designee, which shall not be unreasonably withheld.

25. BENEFITS INURE TO SUCCESSORS:

Except as otherwise expressly provided, all Agreements and provisions herein contained are binding upon and shall extend to and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

26. CONTAINS ALL AGREEMENTS:

This Agreement contains a complete expression of the Agreement between the parties hereto, and there are no premises, representations, agreements or warranties or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto.

27. NOTICES AND OTHER COMMUNICATIONS:

Under or in connection with this Agreement or any other Agreement between the parties concerning the premises or the operations conducted thereon, notices and other communications may be served by depositing in the United States mail, postage prepaid, as follows:

1. Grossmont Union High School District  
Attention: Executive Director Facilities Management  
P. O. Box 1043

La Mesa, CA 91944

2. City of La Mesa  
Attention: City Manager  
8130 Allison Avenue  
La Mesa, CA 91942

The parties may change the foregoing addresses by written notice of the change to the other parties.

28. TERMINATION OF AGREEMENT FOR CAUSE:

Either party may terminate this Agreement immediately, upon tendering written notice to the breaching party, for breach of any term or covenant of this after compliance with the notice and opportunity to cure provisions contained herein.

29. TIMELY APPROVAL:

No approval required hereby shall be unreasonably withheld or delayed.

30. AS IS” CONDITION. City and all of its sub-licensees accept the Premises and all District property subject to the “As Is,” “Where Is” condition of the Premises and the District property and subject to any condition that may exist, without any representation or warranty by the District. City and all of its sub-licensees acknowledge and agree that the District makes no representations or warranties, express or implied, as to the Premises and District property. City and all of its sub-licensees agree that they have conducted all inspections of the Premises and District property to its full and complete satisfaction and acknowledge that it will be using the Premises and District property with full knowledge of any and all conditions thereon. City and all of its sub-licensees hereby assume the risk that certain conditions may exist on the Premises and/or the District property and hereby releases the District of and from any and all claims, actions, demands, rights, damages,

costs or expenses that might arise out of or in connection with any such condition of the Premises and District property.

31. TITLE TO DISTRICT PROPERTY. The Parties agree that fee title to the Premises and all District property shall at all times remain fully vested in the District. City and all of its sub-licensees shall neither file, record, nor permit the recording or filing of, any lien, including any mechanics or other lien(s), claim(s) or encumbrance(s) of any nature with respect to this license or any portion of the Premises or District property, nor shall City and all of its sub-licensees use or permit to be used any portion of the Premises or District property, or this Agreement, to be used as security for any transaction of any kind. City and all of its sub-licensees shall immediately remove any lien(s), claim(s) or encumbrance(s) of any kind, including any security obligation of any nature, which City and any of its sub-licensees causes or permits to be filed or recorded against any portion of the Premises or District property. City and all of its sub-licensees' failure to keep the District property free of any and all liens, claims and encumbrances of any nature, including any security obligation, shall constitute a breach of this Agreement entitling the District to immediately revoke this license and use rights conveyed by this Agreement and institute proceedings in law or in equity against City and all of its sub-licensees . Notwithstanding the foregoing, City and all of its sub-licensees' obligation to remove liens, claims, encumbrances or security obligations pursuant to this Section 13 shall survive any revocation of this license. Should City and/or any of its sub-licensees fail, neglect, or refuse to promptly remove any lien or claim or to immediately pay any judgment, the District shall have the right, but not the obligation, to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims; and City and all of its sub-licensees shall be liable to the District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the

payment of any of said liens or claims or any judgment obtained therefore.

IN WITNESS WHEREOF, District and City has executed the foregoing Agreement;  
acting by and through the Mayor of said City, under and pursuant to Resolution No.

\_\_\_\_\_ authorizing such execution and District has executed the Agreement this \_\_\_\_ day  
of \_\_\_\_\_, 2011.

DISTRICT  
Grossmont Union High School District

By \_\_\_\_\_

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

By \_\_\_\_\_

CITY OF LA MESA,  
A Municipal Corporation

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

By \_\_\_\_\_  
Art Madrid, Mayor

ATTEST:

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

By \_\_\_\_\_  
Mary J. Kennedy, District and City Clerk

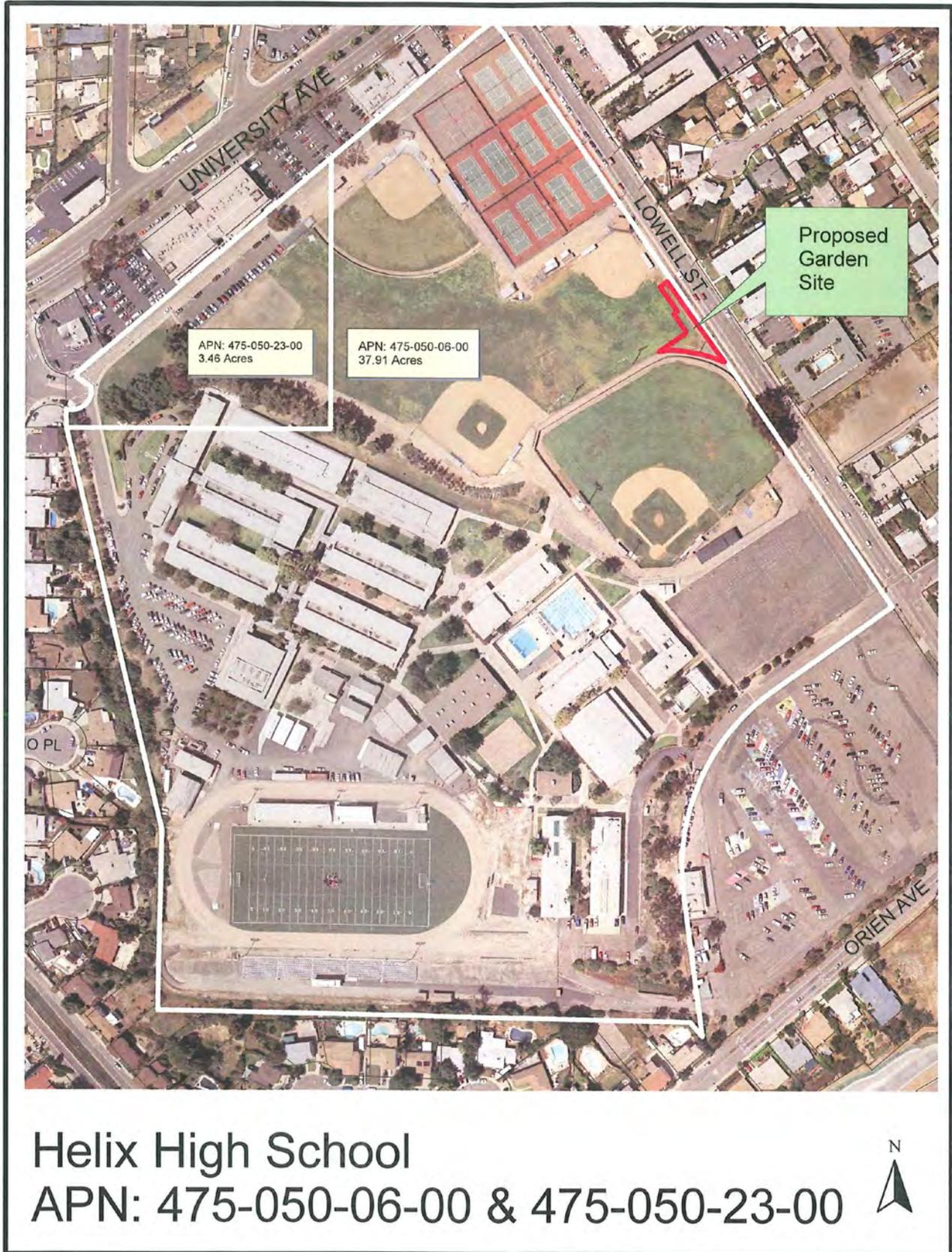
APPROVED AS TO FORM:

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

By \_\_\_\_\_  
Glenn Sabine, District and City Attorney

Exhibit "A" – Premises diagram  
Exhibit "B" – Hazardous materials list

THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING  
INFORMATION



**DEFINITION OF HAZARDOUS MATERIALS**

For the purposes of this Agreement, the term “Hazardous Materials” shall mean any and all (a) substances, products, by-products, waste, or other materials or any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court, and (c) any substances, products, by-products, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

The term “Environmental Laws” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up statutes.

ORIGINAL

RD/VP  
08/21/02

REAL PROPERTY USE AGREEMENT  
BETWEEN  
MORELAND SCHOOL DISTRICT  
AND  
THE CITY OF SAN JOSE

THIS AGREEMENT is made between the MORELAND SCHOOL DISTRICT, a political subdivision of the State of California, ("District"), and the CITY OF SAN JOSE, a municipal corporation ("City") as of the date of full execution by the parties (the "Effective Date").

RECITALS

WHEREAS, the provisions of California Education Code Sections 10900 through 10915, inclusive, support joint action by City and District to organize, promote and conduct programs in order to improve the health and general welfare of the citizens of the City of San José, to cultivate the development of good citizenship, and

WHEREAS, City and District, pursuant to the above-mentioned provisions desire to enter into an agreement for the improvement of and for the use of portions of District's property for public recreation purposes, specifically as a community garden.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this agreement, the parties agree as follows:

SECTION 1. PREMISES/ USE

District agrees to permit City to use a portion of the Latimer Elementary School Site, consisting of approximately Twenty Two Thousand (22,000) square feet, which site is further described as a portion of Assessor's Parcel Number 307-19-024, and more particularly described in the attached **Exhibit A** (the Premises). The parties understand and agree that City intends to develop the Premises as a

RD/VP  
08/21/02

community garden ("Community Garden") and to permit members of the public to maintain garden plots on the Premises. City shall reserve six (6) plots for use by the District to maintain gardens. The plots reserved for the District shall be approximately 100 square feet each and shall be accessible without entering the fenced area of the Community Garden.

**SECTION 2.**            **TERM**

This Agreement shall commence upon approval by both the District governing board and City Council, (Commencement Date) and shall be effective for twenty (20) years, ("Term") expiring at 12:01 AM on the twentieth (20<sup>th</sup>) anniversary of the Commencement Date. Either party may terminate this Agreement at any time during the Term on one-year advance written notice to the other.

**SECTION 3.**            **RENT**

City shall pay District the sum of \$1 per year for use of the Premises (the Rent).

**SECTION 4.**            **UTILITIES**

City shall arrange and pay for all water, electricity, garbage collection and sewage (Utilities) to the Premises.

**SECTION 5.**            **ALTERATIONS**

City agrees to install, at its sole expense, cyclone fencing and a three-inch water line of sufficient size to service the Premises adequately for the proposed use. Cyclone fencing shall not be placed around those sections of the Community Garden reserved for District use as set forth in Section 2, above. Although the water line may be used for the Community Gardens on the Premises, it is the intent of the parties that the water line be available for permanent District use as a water source for the Latimer School site. If used for District purposes, the water line shall be separately metered for District use. Except with respect to

RD/VP  
08/21/02

City's installation of the community garden, and all necessary appurtenances thereto, including but not limited to fencing, irrigation and utilities at the Premises, City shall not make any alterations to the Premises without first obtaining the consent of District. Any alterations approved by District shall be made at no expense to District.

**SECTION 6. MAINTENANCE**

City shall maintain the Premises at all times in good condition and repair, at no expense to District. City agrees that it shall not discharge Hazardous Materials, as defined in Exhibit B to this Agreement, at or onto the Premises.

**SECTION 7. DEFAULT AND TERMINATION**

- A. If either party fails to perform any of its material obligations under this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days advance written notice ("Notice Period") to the breaching party, specifying the breach and providing the breaching party with either the opportunity to cure the specified breach or the opportunity to commence to cure the specified breach within the Notice Period in those instances where the specified breach cannot reasonably be cured within the Notice Period. In the event the breaching party fails to cure or to commence to cure the specified breach within the Notice Period, the non-breaching party may terminate this Agreement. In the event that District needs to utilize the Premises for educational purposes, the District may terminate the Agreement upon sixty (60) days written notice, which notice shall indicate to CITY the reason for the termination and the specific educational purpose for which the Premises are required.

RD/VP  
08/21/02

- B. Each party's rights and remedies specified in this Agreement are cumulative and are in addition to their rights and remedies at law or in equity.

**SECTION 8. SURRENDER**

Upon expiration or sooner termination of this Agreement, City agrees to remove, at District's written request, any improvements made to the Premises and to restore the Premises to its original condition, with the exception of reasonable wear and tear and damage caused by acts of God. If District terminates this Agreement for an "educational purpose" pursuant to Section 7(A), City shall have up to up to one hundred twenty (120) additional days after termination of the Agreement to remove improvements and restore Premises to its original condition.

**SECTION 9. INDEMNIFICATION/ INSURANCE**

- A. City shall indemnify, defend and hold harmless District, its employees, directors, and agents, from and against any claim, liability, loss or damage, including reasonable attorney's fees and costs, with respect to injury or death to any person or damage to any property arising from the use of the Premises, by City, its officers, agents or employees, or members of the public who are present on the Premises as a result of City's use of the Premises, or the release of Hazardous Materials on the Premises by City, its officers, agents or employees, or members of the public who are present on the Premises as a result of City's use of the Premises. The term "Hazardous Materials" is defined in the attached **Exhibit B**. City's obligation under this subsection shall not apply to any claim, liability, loss or damage to the extent that such claim arises from the acts or omissions of District, its employees, directors or agents, including without limitation, the presence of Hazardous Materials on the

Premises from any cause or source other than the release by City, its officers, agents or employees or members of the public present on the Premises as a result of City's use of the Premises; nor shall it apply to claims arising out of acts of negligence of the District.

- B. The parties recognize that the City is self-insured for purposes of liability. To the extent that City elects to purchase commercial insurance for purposes related to this Agreement, City agrees that the District shall be named as an additional insured, by endorsement if applicable. City shall provide District a certificate of self-insurance if so requested by the District.
- C. The provisions of this section shall survive expiration or sooner termination of this Agreement.

**SECTION 10. ACCESS**

- A. City, its officers, agents, employees, licensees and invitees, shall have all rights of ingress and egress to and from the Premises twenty-four hours each day during the term of this Agreement. The Premises shall be open to the public daily from sunrise to sundown. City shall be responsible for opening and closing the Premises, though the parties acknowledge that the District will hold the keys to the gate accessing the Premises and may access the Premises independent of the City. The City shall also be responsible for ensuring the safety of the Premises during the hours of public access for the term of this Agreement. Throughout the term of this Agreement, City shall maintain the Premises in a manner compliant with all applicable laws, ordinances and regulations (including but not limited to state

and federal access laws.) City shall also take the following measures to ensure that access to the Premises by the City, its officers, agents, employees, licensees and invitees, shall not interfere with the use and operation of Latimer Elementary School:

- Erecting and maintaining in a safe manner a fence around the Premises;
- Keeping the gate to the Premises locked during after the hours of public access;
- Assuring that City staff visit and inspect the Premises at least twice per week. .
- Assuring that the site will be managed on site by a single or group of volunteer managers; and
- Ensuring that CITY use of the Premises shall comply with all applicable local, State and Federal laws and regulations, and that violation by the City of any such applicable local State or Federal law or regulation shall give the District the right to terminate this agreement, notwithstanding any other provision of this Agreement. City agrees that any employee it hires to supervise or otherwise work at the Premises will be screened in accordance with the current District screening requirement policy, which is attached as Exhibit C. District shall be responsible for informing City within five (5) days of any change to these requirements to permit City to comply therewith. City shall permit access to the Premises only by the garden access gate at the north end of the Premises. City shall also maintain and

provide to District an accurate, up-to-date, list of all persons maintaining garden plots or otherwise utilizing the Premises. Within five (5) business days of any changes in the list of persons maintaining garden plots on the Premises. City shall provide the district with a modified list reflecting those changes.

- B. District shall have the right to have its authorized employees and agents enter upon the Premises at any and all reasonable times for the purpose of inspecting the Premises in order to determine City's compliance with the terms of this Agreement.

**SECTION 11.**      **ASSIGNMENT**

City shall not assign or sublet the Premises, in whole or in part, without the prior written consent of District. Notwithstanding the foregoing, the parties recognize and agree that City may enter into use agreements with the community gardeners who garden at the Premises without the written consent of District.

**SECTION 12.**      **NOTICE**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or by prepaid, first class mail as follows:

District:                      Moreland School District  
   Office of the Superintendent  
   4710 Campbell Avenue  
   San José, CA 95130-1799

City:                              City of San José  
   Real Estate Division

84 West Santa Clara Street, Suite 460  
San José, CA 95113  
Attention: Real Estate Administrator

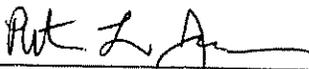
**SECTION 13.**      **MISCELLANEOUS**

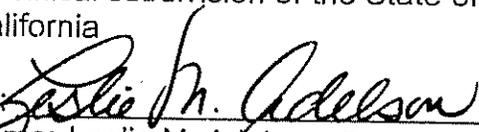
- A.     The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.
  
- B.     The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.
  
- C.     The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
  
- D.     Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both parties.
  
- E.     If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions shall not be affected thereby and shall remain in full force and effect.
  
- F.     Time is of the essence.

- G. This Agreement including the attached exhibits constitutes the entire agreement between the parties respecting the Premises and City's use and occupancy of the Premises, and correctly sets forth the obligations of District and City to each other. Any agreements or representations respecting the Premises not expressly set forth in this Agreement shall be null and void.
- H. Where this Agreement refers to City and no officer of the City is named, City's Manager shall have the authority to act on City's behalf.
- I. City agrees to comply with all laws, regulations, statutes and ordinances whether local, state or federal in the performance of this Agreement.
- J. This Agreement does not confer on City any property rights or interests in the Premises.

CITY OF SAN JOSE

MORELAND SCHOOL DISTRICT,  
a political subdivision of the State of  
California

By:   
Assistant to the City Manager

By:   
Name: Leslie M. Adelson, Superintendent

Date: 9-30-02

Date: 9/6/02

APPROVED AS TO FORM:

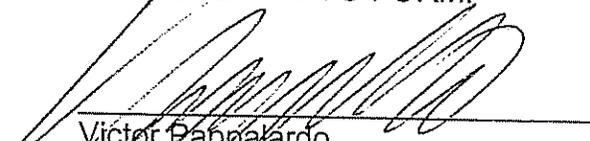
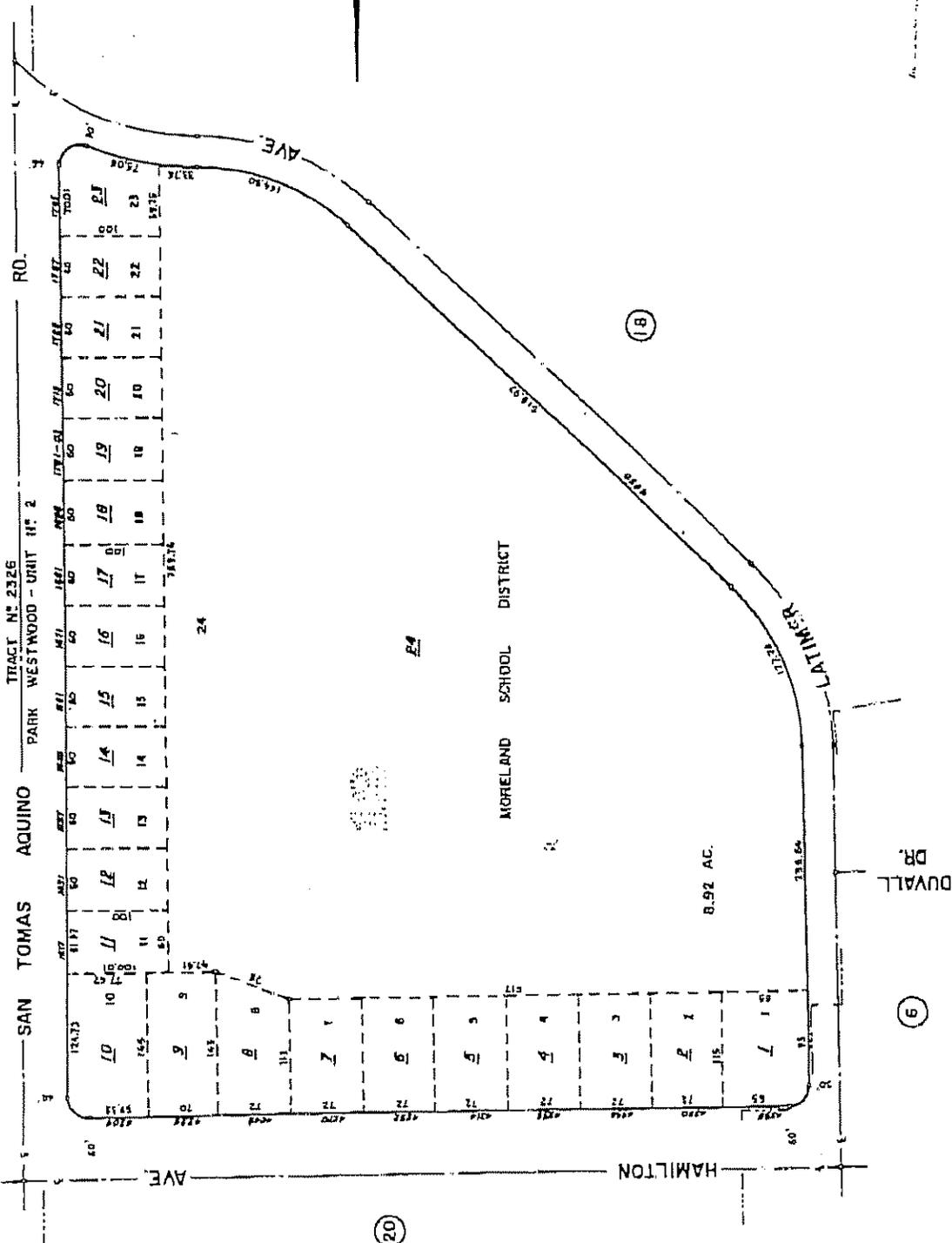
  
Victor Pappalardo  
Deputy City Attorney

EXHIBIT A

OFFICE OF COUNTY ASSESSOR - SANTA CLARA COUNTY, CALIFORNIA

(46)



(20)

(18)

(6)

## EXHIBIT B

### DEFINITION OF HAZARDOUS MATERIALS

For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court, and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

The term "Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up statutes.

## EXHIBIT C

Classified Personnel

BP 4212(a)

### APPOINTMENT AND CONDITIONS OF EMPLOYMENT

The Superintendent will recommend the appointment of all regular full-time and part-time and regular hourly employees to the Governing Board. Selection will be based upon competence and will be in accordance with all pertinent Board policies and administrative regulations, laws of the State of California, and regulations of the California Fair Employment Practices Commission.

Appointment of persons nominated for employment shall be made from an eligibility list established by the personnel commission.

Temporary, substitute, short-term and student help may be appointed by the Superintendent or designee. The position and the pay rate shall be reported at a regular meeting of the Board.

#### Appointment Standards

Applicants for appointment to the classified staff shall fulfill the requirements and meet the standards defined in the job description approved by the Board. In addition, they shall:

1. Submit to fingerprinting within the first ten working days of employment pursuant to Education Code 45125. Any fee for this shall be paid by the district.

*(cf. 4212.5 - Security/Credit Check)*

2. Submit to a physical examination or proof thereof as required by law and Board policy.

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

3. File a loyalty oath pursuant to Government Code 3100 et seq.

No person shall be initially assigned as an instructional aide without having demonstrated proficiency in basic reading, writing and mathematics skills as required by Education Code 45344.5.

*(cf. 4222 - Teacher Aides/Paraprofessionals)*

*Legal References: (See next page)*

APPOINTMENT AND CONDITIONS OF EMPLOYMENT (continued)

Legal Reference:

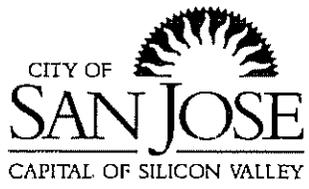
EDUCATION CODE

- 44066 Limitation on certification requirements
- 45103 Classified service in districts not incorporating the merit system
- 45104 Positions not requiring certification qualifications
- 45105 Positions under various acts not requiring certification qualifications; classification
- 45113 Rules and regulations for classified service in districts not incorporating the merit system
- 45122 Physical examinations
- 45125 Use of personal identification cards to ascertain conviction of crime
- 45169 Employee salary dates
- 45344.5 Demonstrated proficiency in basic reading, writing and mathematics skills
- 49406 Examination for tuberculosis

GOVERNMENT CODE

- 3100 et seq. Oaths or affirmation of allegiance for disaster service workers and public employees
- 12940 et seq. Unlawful employment practices

16 9.24.02  
A 9.30.02  
C 9.30.02



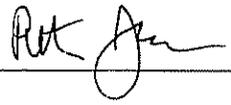
# Memorandum

**TO:** Peter Jensen  
Assistant to the City Manager

**FROM:** Katy Allen

**SUBJECT:** SEE BELOW

**DATE:** 09-13-02

Approved 

Date 9.30.02

**SUBJECT: APPROVAL OF A JOINT USE AGREEMENT (JUA) BETWEEN THE CITY OF SAN JOSE (CITY) AND MORELAND SCHOOL DISTRICT (DISTRICT).**

## RECOMMENDATION

Approve the attached Joint Use Agreement between the City and District for public recreation purposes to use said described school property for the purpose of shared community gardens between the District, General Public and Latimer Elementary students.  
CEQA: Exempt, PP02-06-114

## BACKGROUND

The proposed site lies within Councilmember LeZotte's District (District 1) and in addition is listed on the Mayor's Budget Priority list. The proposed site has been identified as a prime site to construct a community garden park to service the immediate and surrounding neighborhood. The site consists of twenty-two thousand (22,000) square feet of land and is further described as a portion of Assessor's Parcel Number 307-19-024.

## ANALYSIS

PRNS requested the Real Estate Division to negotiate a joint use agreement (JUA) with the Moreland School District for a proposed Community Gardens facility to be constructed on district property. Negotiations occurred over the past few months between the Moreland School District Superintendent and the City, which have resulted in the attached Joint Use Agreement. The JUA received approval by the District's Board on August 27, 2002.

Executing the attached agreement will enable the City to commence improvements to the described property for use as community gardens.

**COORDINATION**

This joint use agreement has been coordinated with the Office of the City Attorney and the Department of Parks, Recreation and Neighborhood Services.

**COST IMPLICATION**

City will pay for utility services to the site. Rent for the proposed site has been set at \$1.00 per year. The proposed Term for the JUA is 20 years and may be terminated at any time, by either party, by providing one-year advance written notice to the other party. The City will install cyclone fencing, an irrigation system and a three-inch metered water line for this community garden project. There are no additional costs involving the joint use agreement in addition to customary staff time.

**CEQA**

Exempt, PP02-06-114.

**BUDGET REFERENCE**

FUND: 465  
APPN: 4289  
RC: 072213  
AMOUNT: \$605,000  
BUDGET DOCUMENT: Appropriation Ordinance 2002-03, Section 2.4, Item 1(g).

  
Katy Allen  
Director of Public Works

DR:hla  
dr091302cm.doc

RECEIVED  
San José City Clerk  
2007 SEP 30 P 3:47



CITY CLERK

## CITY OF SAN JOSÉ, CALIFORNIA

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Office of the City Clerk  
801 North First Street, Room 116  
San José, California 95110  
Telephone (408) 277-4424  
FAX (408) 277-3285

October 8, 2002

**MORELAND SCHOOL DISTRICT**  
4710 Campbell Avenue  
San Jose, CA 95130-1799  
Attn: Leslie M. Adelson, Superintendent

**RE: GRANT AGREEMENT**

Enclosed is an executory copy of the above-referenced agreement which was approved by the City Manager of the City of San Jose, on Sept. 30, 2002.

Patricia L. O'Hearn  
City Clerk

Cecilia Delgado  
Legal Support Division

Enclosure

## Healthy Works<sup>SM</sup> School and Community Gardens Program Community Contractor Application to Lead a Pilot Project to Plan a Joint Use Garden

### Purpose

In schools and neighborhoods across the country, gardens have become a powerful tool for promoting learning, healthy living, environmental stewardship, and social connections. Research shows that students who participate in school garden programs score higher on academic tests and they consume more fruits and vegetables. School gardens that have active support of the community flourish and provide a dynamic classroom for students, teachers, and staff. Cities with community gardens report a boost in property values, neighborhood pride, and social connectivity. Residents in these cities also have greater access to healthy, affordable foods and an opportunity to participate in city greening.

Yet even though school and community gardens offer far-reaching benefits, keeping them thriving can be challenging. Schools often rely on the support of a few garden “champions,” usually parents, to oversee the garden, but when these key volunteers move on, a once thriving garden can go fallow. Neighborhood residents seeking to establish community gardens often face complicated zoning codes and high land costs, insurmountable barriers in even the most supportive communities. Establishing community gardens on school property -- so-called joint use gardens, where the school uses some plots and community residents use others -- provides a practical solution to developing and sustaining school and community garden projects.

Healthy Works<sup>SM</sup> *School and Community Gardens Program (Gardens Program)* is seeking proposals from nonprofit or government agencies to lead a Pilot Project to Plan a Joint Use Garden. Proposals must identify a public school to partner with and a site for a proposed garden to be used as both an instructional school garden (i.e., a garden for teaching students) and a community garden (i.e., a garden residents can use for growing food for themselves). The proposed garden site may have an existing garden that could be enhanced to serve the dual purpose. **The proposed garden site must be on public school property OR at a location that is no more than five blocks from a public school (approximately a half mile) and accessible to the school and residents of the nearby community.** The *Gardens Program* will select two proposals to fund. Please see Scope of Work below for a complete list of project activities. The Pilot Project to Plan a Joint Use Garden must take place from July 18, 2011 to February 29, 2012; extensions to the project timeline and funding will not be allowed.

### Background

Healthy Works<sup>SM</sup> is a countywide initiative making systems and environmental changes by promoting wellness initiatives that address the nationwide obesity epidemic. The Healthy Works<sup>SM</sup> *School and Community Gardens Program* recognizes the role gardens and garden programs can play in promoting healthy eating and physical activity among individuals of all ages. Its purpose is to reduce barriers to gardening through the development of:

- Partnerships between schools and community organizations to support gardens as places of learning, healthy living, and community development
- Regional Garden Education Centers, five community-based hubs for education and training in basic, school, and community gardening
- City policies that encourage establishing and preserving community gardens

Healthy Works<sup>SM</sup> is administered by the County of San Diego Health and Human Services Agency, through a federal grant funded by the American Recovery and Reinvestment Act of 2009. Implementation of the Healthy Works<sup>SM</sup> *School and Community Gardens Program* is led by the San Diego County Childhood Obesity Initiative, a program facilitated by Community Health Improvement Partners, and supported through partnerships with the University of California San Diego and Victory Gardens San Diego, a program of San Diego Roots Sustainable Food Project. For more information visit:

[www.HealthyWorks.org](http://www.HealthyWorks.org)

## **Project Funds and Resources**

The Healthy Works<sup>SM</sup> Gardens Program will provide:

- Up to \$15,000 for the implementation of the project scope of work.
- Technical assistance in community engagement, joint use agreements, and project planning.
- Garden training and leadership development.
- Instructional garden resources for schools (i.e., curricula options and training, San Diego County Office of Education "Green Machine" site visits).
- Design assistance for a new or enhanced garden space at the proposed site.
- Garden start-up funds (up to \$1,500)\*

*\*These funds are intended to be start-up funds for developing the garden. They are not intended to cover the entire material cost of developing a joint use garden. The Gardens Program will provide technical assistance in developing a budget for the garden build and will recommend funding sources to further develop the garden project.*

## **Eligibility Requirements**

The Healthy Works<sup>SM</sup> Gardens Program is seeking proposals from nonprofit or government agencies to lead a Pilot Project to Plan a Joint Use Garden. The agency must demonstrate project leadership capacity and community and school interest in the project. **It must also identify a public school partner (K - 12) and a site on school property or within five blocks (a half mile) of the school for the development or enhancement of a garden that can serve both as a school instructional garden and a community garden.** The site must be accessible to the school partner and the community, and have adequate access to water and sunlight (6-8 hours daily).

## **Scope of Work**

1. Agency will develop and implement the project under the guidance of and with technical assistance from the Healthy Works<sup>SM</sup> School and Community Gardens Program throughout the grant period.
2. Agency will establish and facilitate a garden team composed of the applicant agency, community residents/gardeners, representatives from the school partner (e.g., teachers, parents, staff), and representatives of the school district (e.g., facilities management, landscape department, superintendent's office representative, etc.) to conduct planning activities for the establishment or enhancement of a garden that will serve as both a school/afterschool instructional garden and a community garden.
3. Agency will recruit a minimum of three garden team members to participate in Regional Garden Education Center (RGEC) courses (for more information, see [www.healthyworks.org](http://www.healthyworks.org)).
4. Agency will lead the garden team in developing project goals, implementation plan, and timeline.
5. Agency will work with the school partner and district to determine roles and responsibilities for operating and maintaining the garden.
6. Agency will lead the garden team in developing protocols for communication and conflict resolution.
7. Agency will work with the school partner and district to ensure their support for the project goals and project implementation plan and address concerns about sharing garden space (e.g., liability, safety).
8. Agency will collaborate with the school to develop a procedure for all community gardeners and garden volunteers to meet district requirements for volunteers (such as background checks and TB testing) if the garden site is on school property.
9. Agency will work toward entering into a formal agreement (such as a joint use agreement) with the landowner of the proposed garden site that spells out roles and responsibilities for the garden.
10. Agency will recruit a minimum of three teachers or school staff to receive curricula and/or training to support the use of the garden for educational purposes.
11. Agency will collaborate with Victory Gardens San Diego to design the garden.
12. Agency will lead the garden team in developing a plan to build the garden, including a budget and possible funding sources.
13. Agency will prepare a written plan that addresses how the garden will be sustained for at least three years.
14. Agency will complete a monthly report of activities (a reporting template will be provided by Community Health Improvement Partners).

### **Suggested Implementation Timeline**

<b>Task</b>	<b>Timeline</b>
Establish and facilitate a broad-based garden team.	Months 1 - 2
Recruit team members, teachers, residents to attend RGEK trainings.	Months 1 - 2
Lead the garden team in developing goals, plans, and timeline; determining roles and responsibilities; and deciding on communication and conflict resolution protocols.	Months 2 - 5
Work with leadership from school and district to ensure they support project goals and implementation plan; address concerns.	Months 2 - 5
Work toward developing a formal agreement for the garden (a joint use agreement if the garden will be on school property).	Months 3 - 7
Collaborate with Victory Gardens San Diego to design the garden.	Months 3 - 6
Develop a plan and budget to build the garden.	Months 3- 6
Recruit teachers and school staff to receive outside training and support for using the garden for educational purposes.	Months 3 - 6
Collaborate with garden team to develop a plan for raising funds to build the garden.	Months 3 - 6
Develop a plan for sustaining the garden once it has been built. The plan should include the identification of policy changes needed to fully implement the project, strategies for increased utilization, and funding opportunities.	Months 5 - 7

### **Proposal Submission Requirements**

Applicants should submit a project proposal that contains the following components; please present it in the following order and do not exceed the specified page limit:

<b>Proposal component and order to submit it in</b>	<b>Page limit</b>
Cover letter signed by the executive director of the applicant agency	1
Project narrative, to include the following:	5
<ul style="list-style-type: none"> <li>• The name, mission, and brief history of the agency that will be taking the leadership role in the partnership</li> <li>• The name, location, and interest of a designated school partner</li> <li>• Description of the agency’s experience leading and implementing community organizing projects and any prior collaboration with the designated school partner</li> <li>• Location and description of the proposed garden site, including dimensions, hours of direct sunlight, location of water bib, community and school access (e.g., walkability, parking, locked gates)</li> <li>• Photo of the proposed garden site, embedded in the project proposal</li> <li>• The need for a community/school garden at this location</li> <li>• Interest by community residents in the project</li> <li>• Proposed plan for achieving project requirements, including roles and responsibilities of agency and school partner in fulfilling the Scope of Work</li> </ul>	
Budget and budget justification (see attached template)	2
Timeline for implementing the project (see attached template)	2
Letter of support signed by the principal of the designated school and the superintendent of the school district; the letter should address the following:	1
<ul style="list-style-type: none"> <li>• Recognition that the applicant agency is the project lead and responsible for project oversight</li> <li>• Support for a shared school/community garden</li> <li>• Support for the identified garden site</li> <li>• Commitment to participate in project planning and garden design</li> </ul>	

Submit proposals as attachments in an email to JuliAnna Arnett, Healthy Works<sup>SM</sup> Food Policy Manager, San Diego County Childhood Obesity Initiative, a program facilitated by Community Health Improvement Partners, at [jarnett@sdchip.org](mailto:jarnett@sdchip.org). Add the subject line: “Joint use garden pilot project application.” Please direct questions to JuliAnna Arnett at 858.609.7962, [jarnett@sdchip.org](mailto:jarnett@sdchip.org).

**Application Deadline**

Applications must be received by 5 p.m. on Wednesday, July 6<sup>th</sup>.

**Question & Answer Session**

Applicants interested in submitting a proposal can participate in a question and answer call with the Healthy Works<sup>SM</sup> Gardens Program on Thursday, June 23<sup>rd</sup> from 10 – 11 a.m. Applicants should call (641) 715-3200 and enter access code 745014# at the time of the call.

**Period of Contract**

The contract period begins on July 25, 2011, and ends on February 29, 2012.



Made possible by funding from the U.S. Department of Health and Human Services, through the County of San Diego.

# Healthy Works<sup>SM</sup> School and Community Gardens Program Pilot Project to Plan a Joint Use Garden

## FREQUENTLY ASKED QUESTIONS

### **What is the purpose of this grant?**

This is a planning grant, not a grant to build a garden. Its purpose is to fund activities that will lead to the formation of a partnership between a community or government agency and a school to develop and sustain a joint use garden (a garden that can be used as both a community garden and an instructional school garden).

### **What is “Healthy Works”?**

Healthy Works<sup>SM</sup> is a countywide initiative making systems and environmental changes to promote wellness and address the nationwide obesity epidemic. Healthy Works<sup>SM</sup> is administered by the County of San Diego Health and Human Services Agency, and it is funded by the American Recovery and Reinvestment Act of 2009. It is working in partnership with UCSD, SANDAG, San Diego County Office of Education, Community Health Improvement Partners, SDSU, and numerous other community-based partners to promote the development of healthy places, food, and schools in SD County.

### **Who is the contact person for the grant?**

JuliAnna Arnett, the Healthy Works Food Policy Manager with the San Diego County Childhood Obesity Initiative and Community Health Improvement Partners, is overseeing the School and Community Gardens Program for Healthy Works, including the application process; Mindy Swanson and Joni Gabriel will help to implement the joint use / school portion of the grant and work closely with the selected partnerships.

### **Who can apply for the grant?**

Nonprofit agencies (community-based organizations) and government agencies in San Diego County are eligible to apply.

### **What is the timeline for implementing the grant?**

The timeline is aggressive -- approximately 7 months, from late July 2011 to February 29, 2012. During this period the partnership will engage in a planning process to work out the details of developing a joint use agreement and garden.

### **What are the selection criteria for the grant?**

- Demonstrated lead agency experience harnessing community interest and support in project planning and implementation
- Demonstrated community and school need (e.g., food insecurity, obesity, lack of green space)
- Demonstrated school and community interest and support
- Quality and accessibility of proposed garden site
- Ability to influence policy at schools to allow for a joint-use agreement in the garden project
- Presence of Regional Garden Education Center or other CPPW activities
- Readiness of project partners to begin work immediately upon selection

### **What funding and resources will grantees receive?**

Selected agencies will receive up to \$15,000 for the planning effort. They will also receive technical assistance from Gardens Program staff in the planning process, accessing local resources, understanding the technicalities of joint use, integrating the garden into school programs, and sustaining the garden once it has been built, as well as technical assistance from Victory Gardens San Diego in designing the garden and funding the garden build. An additional \$1,500 will be provided for materials to support the start-up of the joint use garden.

**Does the garden have to be on school property?**

The proposed garden site may be on school property or at a location not more than five blocks (about a half mile) from the school.

**Can an agency partner with more than one school?**

Yes, but we would prefer that the focus be on planning a garden that would serve one community and one school.

**What is *joint use*?**

*Joint use* refers to two or more entities — usually a school and a city or private organization — sharing indoor and outdoor spaces like gymnasiums, athletic fields, playgrounds, and gardens. The concept is simple: share resources to keep costs down and communities healthy. For more information on joint use, see the website of JointUse.org: <http://www.jointuse.org/resources/joint-use-101/>

**What is a *joint use agreement*?**

A *joint use agreement* is an arrangement between a school district and one or more public or private (nonprofit) agencies setting forth the terms and conditions for sharing the use of school facilities or property. These agreements enable the school district and the agency to share in the costs, risks, and benefits of opening up school property to the community. They articulate each partner's financial, legal, and operational responsibilities to ensure that the arrangement will be successful. Nearly 60% of California school districts have joint use agreements. For more information on joint use agreements, see the website of Public Health Law & Policy: <http://www.nplanonline.org/childhood-obesity/products/nplan-joint-use-agreements>

**Does the joint use agreement help to protect the school from liability in the event of injury or property damage?**

Yes – under California law, schools and partnering agencies are offered many protections when school grounds are opened up for use by the public. We are encouraging joint use arrangements because they maximize resources and limit risks for everyone involved. During the planning process, the partners will discuss their respective roles and how they will share costs, liability, and oversight of the garden and include these in their agreements.

**Why focus on joint use gardens?**

Joint use gardens have many benefits that serve to enhance their sustainability:

- Students gain from opportunities for experiential learning and intergenerational engagement.
- Teachers and after-school staff gain from having gardening expertise close at hand.
- Schools receive support and assistance in maintaining their instructional gardens.
- The entire school shares in the pride that comes from having a thriving garden on campus.
- Community residents get a place to garden nearby, access to healthy, affordable food, and a way to contribute to their neighborhood by beautifying school grounds and sharing their knowledge with youth.
- For many gardeners, especially parents and grandparents, the garden enhances their connection to the school, their neighbors, and the community.

**Does the term *community* in the “Request for Proposals” refer to the community at large or the school community?**

Under this grant, *community* refers to the community at large. However, it would be acceptable, as a first step toward establishing a joint use garden on school grounds, for the partnering agency and the school to define it more narrowly as “families of current and former students” with the intention that in time it would refer to the neighborhood community.

**Are there any requirements under the grant for who gets to use the food grown in the garden?**

There are no specific requirements on how the food is to be used. Community gardeners could be growing it for their own consumption or for, say, a food bank, and the food grown in the school’s portion of the garden could be used in the classroom for such activities as tasting and cooking classes or in the cafeteria if the school has interest in that. What we want to avoid is for all the food grown to be used only by the school, since this grant is part of a larger effort to promote food security in communities.

**Are there restrictions on how the food grown in the garden can be used at the school?**

The USDA allows food grown in a school garden to be used for educational purposes in the classroom and in the lunchroom. Of course, each district has food safety protocols that would need to be followed. If the agency and the school are interested in pursuing a “garden-to-cafeteria” program, for example, these protocols would need to be followed. Otherwise, there are no additional barriers. These sorts of activities can be addressed when the goals for the garden are being developed.

**Does the garden have to have individual plots or can it be one large garden space that is collectively maintained?**

Most community gardens do have individual plots for gardeners, but the garden can be one large space for gardening as long as both the community and the school benefit from the garden. It is important that there is community involvement in caring for both the common areas and the school garden.

**Are there any requirements under the grant regarding the minimum size of the garden?**

There is no minimum size required. We recommend that there be space for at least 10 community residents to garden and several plots for the school. We encourage starting small, and we are not encouraging the establishment of large gardens. Large garden projects will still be considered if the agency and school demonstrate extraordinary capacity to implement the project.

**Is there a minimum plot size?**

There is no minimum size, and plot sizes can vary. Some community gardens have plots as small as 25 square ft, some have plots that average 4 ft by 8 ft. The size of the plots will depend on the land you have available. It is OK to be creative in establishing plots.

**Are there restrictions on the use of pesticides?**

The Healthy Schools Act restricts the use of pesticides on school property. We strongly recommend that that the garden use organic practices and that no pesticides be used.

**Are there restrictions on the use of greywater and rainwater?**

We are unable to answer this question at this time. Each jurisdiction in the county may have its own regulations regarding this. This would be an appropriate topic for the agency to investigate as part of its planning process.

**Who will pay for water for the garden?**

In many community gardens, the annual fee gardeners pay for their plots pays for or at least offsets the cost of water. Negotiating with the landowner over how water is paid for would be a part of the planning process and should be spelled out in the joint use agreement.

**Who will pay for electricity for the garden?**

There typically are no electricity needs in a community garden. But if there were, this would need to be worked out among the partners during the planning process.

**Is *need* defined as low income or low access to food security?**

We define *need* broadly. Obesity rates are high throughout San Diego county, even in the highest income communities, so there is a need to reduce it everywhere. Another way to define it is access to land and green space. In many coastal communities, for example, there is available land and green space available. Our intention is not to exclude anyone. We are concerned about food insecurity, high rates of obesity, lack of green space, lack of available land, and school gardens having difficulty sustaining themselves.

**Is there a list of all the school gardens in the county?**

San Diego County Master Gardener Association maintains a list of the gardens they are working with (about 250). JuliAnna can provide the list on request. For more information, see the Master Gardeners website: <http://www.mastergardenerssandiego.org/>

**Can agencies who applied for the Regional Garden Education Centers funds apply for this grant?**

Yes.

**Should applicants include the cost of school integration resources (e.g., Green Machine) in their budgets?**

No. The Gardens Program will provide separate funding for the resources to integrate the garden into the school's activities.

**How much of our budget can we use for staffing and paying a garden coordinator?**

There is a lot of flexibility in how the funds can be used, and they may be used for staff time and for hiring a garden coordinator. Since this is a planning grant, not a grant to build a garden, there will be much time spent on recruiting participants for the planning process, planning and facilitating meetings, and writing documents. The agency will collaborate with the partnering school to decide how to allocate the funds.

**What role does Victory Gardens San Diego (VGSD) have in the grant?**

VGSD has separate funding to assist the partnership in designing the garden and developing a budget to build and sustain it. This process may involve 2 – 3 meetings with the garden team. In addition, VGSD maintains a website of useful resources, and it will be providing technical assistance to the five Regional Garden Education Centers, which are offering the trainings in backyard gardening, starting community gardens, and starting school gardens that grantees must participate in.

**Will there be an implementation grant that follows the planning grant?**

No. This is one-time funding. We are looking for strong applicants that can demonstrate the capacity to see funds to implement the plan developed under this grant. We'll provide technical assistance in identifying funding sources, but we will not be doing any actual fundraising or grant writing. As part of the sustainability plan, the agency and the garden team will identify resources for fully implementing the project.

**Is there a website where resources can be made available to those of us who do not receive funding?**

Yes. The primary websites will be Healthy Works (<http://www.healthyworks.org/>) and San Diego Childhood Obesity Initiative (<http://ourcommunityourkids.org/>). The following are other useful websites:

- Victory Gardens San Diego: <http://www.victorygardenssandiego.com/>

- Regional Garden Education Centers: <http://www.healthyworks.org/healthy-foods/school-and-community-gardens>
- San Diego Master Gardeners Association: <http://www.mastergardenerssandiego.org/>
- American Community Garden Association: <http://www.communitygarden.org/>
- California School Garden Network: <http://www.csgn.org/>

**La Mirada Community Garden**  
**Stakeholders/Garden Team**

**School/District Administrators:**

Mr. Bojorquez

**Teachers:**

Mrs. Loomis

Ms. Hughes

**Harmonium:**

Mayra Jaramillo

Elizabeth Gutierrez

Gilda Rodriguez

**School Affiliation Groups:**

Eric Span/Nutrition

Ann Bush/Nutrition

Renee Corti/Nutrition

Jean Avila/PTA

Norma Mier/Even Start (Smythe)

# **FINAL**

## **La Mirada Community Garden** **Project Goals and Objectives**

The goals written below for the school community garden project at La Mirada Elementary school are focused on Phase I of the project where the school-community establishes the garden. Ultimately the project will create a successful sustainable garden that will help students, families and community engage in healthier choices.

### **1. Build a sense of community involvement**

- Collaborate and involve any interested organizations affiliated within the San Ysidro School District. In particular we invite the following organizations to partake in this community project: La Mirada and Smythe Elementary staff and families, Child Development Center staff and families, Parent Teacher Association at La Mirada, District English Language Advisory Committee Members, La Mirada School Site Council, San Ysidro School District Nutrition Department, San Ysidro District wide Special Education Department, Even Start Program English Classes, Harmonium After School Program.
- Invite families and school personnel to enjoy a common interest.
- Encourage community dialogue and build rapport.
- Re-evaluate Phase II, incorporating a wider range of community entities in La Mirada Community Garden.

### **2. Develop an organic garden**

- Build a safe place for garden participants to work and relax.
- Schedule training and offer supplies/equipment for gardeners to conduct their gardening.
- Cultivate produce that can be consumed without health hazards due to pesticides or overuse of conventional fertilizers.

### **3. Establish a garden program for 4<sup>th</sup> and 5<sup>th</sup> graders at La Mirada Elementary School**

- Implement San Ysidro School District Wellness Policy through conducting nutrition lessons, tastings and garden based fruit and vegetable promotion.
- Complement established science and garden curriculum, to enhance traditional and non-traditional classroom learning.
- Provide extended educational resources for students to learn about garden techniques, healthy foods and nature.
- Develop knowledge to encourage healthier lifestyles and choices through nutrition and gardening.

**4. Create a sustainable community garden at La Mirada Elementary School**

- Provide gardening classes through a partnership with Wild Willow Farms and Victory Gardens.
- Recruit invested school and community leaders who will commit to maintaining the garden plots and surrounding areas.
- Utilize a composting system to reduce waste and improve soil.
- Develop a garden design which will incorporate energy efficiency and water conservation.

**5. Track and highlight garden project developments**

- Highlight the pride in garden accomplishments by posting photos and information about the garden on La Mirada's existing website.
- Utilize "Best Practices" to encourage other school district sites and potentially other Harmonium sites to establish similar gardens.
- Incorporate students in garden documentation through photographic, writing and video projects.
- Spotlight garden by utilizing garden to conduct school events.

## **Garden Programming**

### **School Integration**

#### La Mirada School Use:

At least 5 teachers will utilize the garden once a week to conduct science, nutrition, math, literacy or other lessons in the garden. Teachers will specifically take life sciences lessons out to the garden and where possible integrate the garden into other subjects. With the support of the University of California Cooperative Extension (UCCE) staff in their Extended Food and Nutrition Education Program (EFNEP) teachers will enrolled in the program will conduct garden based nutrition lessons with the support from UCCE staff and volunteers.

Teachers will be offered paid time off for training to support their involvement in the garden.

Foster Grandparents will identify 2 volunteers to serve at La Mirada to help support garden activities with the teachers.

The garden will be used as an incentive program and be a location for special recognition events.

#### After School Use:

The garden is component of the Harmonium After School Whole Child program. The garden is part of routine established activities for the program with weekly garden time scheduled into the routine activities.

Harmonium After School Program will hold garden club minimum twice per week – as a regular part of their “Whole Child” program.

Staff will utilize provided resources such as gardening activities, and Master Gardener advice to conduct activities in the garden. Staff will incorporate the help from steering committee to schedule volunteer help for lessons and activities.

To support the on-going efforts in the garden after school staff will get paid training bi-annually to build gardening and outdoor teaching skills. Training support is available locally through the Wild Willow Farm and the Resource Conservation District of Greater San Diego.

### **Community Garden Use**

Community plots will be cared for by identified programs in walking distance from the garden:

- Even Start
- San Ysidro Child Development Center
- Sodexo

Identified gardeners who are not staff for Harmonium or the SYSD will come once a week and utilize the garden. Since gardeners are district associated community they will complete the district volunteer forms and may be available to support school garden efforts through coordination in the steering committee and requests by specific staff or teachers.

**2nd Draft**

**La Mirada Community Garden**

**Roles and Responsibilities**

<b>Partner/School Affiliation</b>	<b>Role/Responsibilities</b>
La Mirada School Personnel	Garden Site Location
Principal: Mr. Bojorquez	Oversee school involvement
	Review and approve any garden changes
	Communicate with school district personnel in regards to garden affairs
Teachers	Conduct garden based lessons to apply standards for all possible subjects
	Support garden fundraising efforts
	Maintain upkeep of assigned classroom garden plots and shared equipment
PTA/Parent Group	Maintain a garden plot, help with upkeep of other plots
	Oversee garden fundraising efforts and manage in-kind/donations
La Mirada Classified Staff	Support fundraising efforts
	Help maintain upkeep of garden plot and surrounding areas
San Ysidro School District	Cover the cost of the water and maintenance of irrigation system
	Work in collaboration with all project partners to create joint use agreement
	Promote garden as model of community engagement and school district involvement
Harmonium	Support garden project by providing training and supplies necessary for the after school program to conduct the garden club
	Encourage policy that supports shared garden efforts
	Promote garden as model of community engagement and school district involvement
After School Program	Maintain two garden plots, help with upkeep of garden area
	Run garden club as a regular and integral activity of the after school program
	Engage families to participate in garden upkeep

<b>Garden Coordinator:</b>	Facilitate a minimum of two garden team meetings annually
	Coordinate staff training, create accessible resources for staff garden activities
	Lead garden team through the project agreements and changes
	Monitor safety and security of garden and garden equipment
	Keep a regularly updated list of individuals and groups involved in the garden and confirm they have completed all necessary forms.
Smythe School Staff	Maintain a garden plot, help with upkeep
	Commit to supporting efforts at La Mirada Community garden
SYSD Food Services	Maintain a garden plot, help with upkeep
	Seek ways to support garden to cafeteria and composting activities
Sodexo	Support model garden program through providing irrigation system
	Provide seeds and plants for garden plot and herb garden, where possible
	Maintain a garden plot, help with upkeep
Wild Willow Farms /Regional Garden Education Center	Provide training for program support
	Consult around growing methods.
	Provide tools from lending library as needed
	Host field trips when possible
UC Cooperative Support	Offer support for teachers in conducting lessons from garden based nutrition curriculum
Master Gardener	Ongoing technical advice and support, seeds and tips and occasional training opportunities

## **La Mirada Community Garden School Hour Volunteer Requirements**

All parties expressing an interest in participating in the La Mirada Community Garden during school hours must complete required paperwork and submit a negative TB test prior to working with students in the classroom/garden.

Interested parties may request and process paperwork with the school office personnel. The following is a list of required items:

- ❖ San Ysidro School District: Volunteer Application
- ❖ San Ysidro School District: Volunteer Code of Conduct
- ❖ San Ysidro School District : Declaration of Compliance with Megan's Law background and/or fingerprint check Requirements for Volunteers
- ❖ San Ysidro School District: Tuberculosis Skin Test for Volunteers

All volunteers must be directly supervised by a certificated staff member at all times.

San Ysidro School District Volunteer Handbook, Volunteer Requirements and documentation can be found at the following link:

<http://www.sysd.k12.ca.us/parentscommunity/main.php?page=parentscommunity>

## **La Mirada Community Garden After School Program Volunteer Requirements**

All parties expressing an interest in participating in the La Mirada Community Garden during the after school program hours must complete required paperwork, be processed through LiveScan fingerprint system and submit a negative TB test prior to working with students in the garden within the after school program.

Interested parties may inquire about meeting with the staff development coordinate at Harmonium, Inc., contact phone number is 1-858-684-3080. The following is a list of required items:

- ❖ Harmonium: Affirmative Action
- ❖ Harmonium: Confidentiality Refresher 2011
- ❖ Harmonium : Criminal Record Statement
- ❖ Harmonium: Employee Agreement with agency
- ❖ Harmonium: Employee Rights
- ❖ Harmonium: Hiring Contract
- ❖ Harmonium: Interest in Volunteerism
- ❖ Harmonium: Statement Acknowledging Requirement to Report Child Abuse
- ❖ Harmonium : Volunteer Waiver of Liability

All volunteers must be directly supervised by an after school staff member at all times.

# La Mirada Elementary

Building Community: An Evolution of a Garden













July 5, 2011

JuliAnna Arnett  
Food Policy Manager  
Healthy Works  
San Diego County Childhood Obesity Initiative,  
facilitated by Community Health Improvement Partners

Re: Joint use garden pilot project

Dear Ms. Arnett,

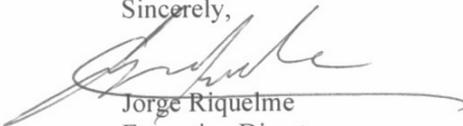
Over the last seven months Bayside Community Center, in partnership with the Montgomery Middle School and your office, has been developing a joint use agreement for the Montgomery Middle School Community Garden.

Last month key stakeholders met to discuss their vision of the project, including representatives from: Bayside Community Center, Montgomery Middle School, Healthy Works and San Diego Unified School District (SDUSD). During the next eight months, we plan to continue the conversation to work out logistics for a joint-use agreement.

Bayside Community Center has also made great strides by establishing a community garden team made up of teachers, parents, community residents and Bayside staff. The garden team has been meeting since February and has been successful in drafting community member guidelines for the garden. Team members have enrolled in Regional Garden Education Center training courses offered through the Solana Center in Encinitas.

We are requesting funds from Healthy Works in the amount of \$15,000. These funds will help our continued efforts to establish a joint-use agreement with the SDUSD. The bulk of the requested funds are for a stipend for Janice Pezzoli who has been volunteering at Bayside Community Center as their Community Garden Coordinator. See attached budget request. Janice has been successful in bringing the community together and has been the key organizer of the Friday garden meetings. In May 2011, she received a certificate from the University of San Diego in recognition of her excellent participation and leadership in Community Development and Consensus Building. Her group project focused on the Montgomery Middle School Community Garden joint use agreement. The skills and experience Janice has demonstrated are now needed to bring the joint use planning process to the next level.

Sincerely,



Jorge Riquelme  
Executive Director



July 5, 2011

JuliAnna Arnett  
Food Policy Manager  
Healthy Works  
San Diego County Childhood Obesity Initiative,  
facilitated by Community Health Improvement Partners

**Re: Joint use garden pilot project**

Dear Ms. Arnett,

Over the last seven months, Montgomery Middle School has been in partnership with the Bayside Community Center and your office in developing a joint use agreement for the Montgomery Middle School Community Garden. To date, we have made great progress.

Last month, key stakeholders met to discuss their vision and addressed concerns for the project. Represented at this meeting were Bayside Community Center (Jorge Riquelme, Executive Director and Janice Pezzoli, Community Garden Coordinator), Montgomery Middle School (Jonathon Ton, Principal and Emalyn Leppard, Teacher); Healthy Works (JuliAnna Arnett, Food Policy Manager and Joni Gabriel, Food Policy Consultant) and San Diego Unified School District (Randy White, Real Estate Specialist). Over the next eight months, we plan to continue the conversation to work out logistics for a joint-use agreement.

Bayside Community Center has also made great strides by establishing a community garden team which includes teachers, parents, community residents and Bayside staff. The garden team has been meeting informally since February and has been successful in drafting community member guidelines for the garden. Team members have enrolled in RGEC training courses offered through the Solana Center in Encinitas.

Montgomery Middle School recently received a \$5,000 grant from UCSD for supplies and equipment. The funds came from a partnership with the UCSD Sustainable Student Collective. UCSD undergraduate tutors from the Education Studies Department will teach and empower students about basic horticulture and economic principles that will provide opportunities to enhance leadership skills. UCSD's involvement in the school/community garden will provide ongoing funding and help to sustain our efforts for the joint use agreement with the SDUSD.

Bayside Community Center is requesting funds from Healthy Works in the amount of \$15,000. These funds will help our continued efforts to establish a joint-use agreement with the SDUSD and Bayside. The bulk of the requested funds are for a stipend for Janice Pezzoli who has been volunteering at Bayside Community Center as their Community Garden Coordinator.

Please see attached budget request. Janice has been successful in bringing the community together and has been the key organizer of the Friday garden meetings. In May 2011, she received a certificate from the University of San Diego in recognition of her excellent participation and leadership in Community Development and Consensus Building. Her group project focused on the Montgomery Middle School Community Garden joint use agreement.

As principal of Montgomery Middle School, I support this funding request. The skills and experience Janice has demonstrated are now needed to bring the joint use planning process to the next level.

Sincerely,

Jonathan Ton  
Principal  
Montgomery Middle School

## Montgomery Middle School Community Garden Team

- 1.1. Establish and facilitate a garden team composed of the Contractor, community residents/gardeners, representatives from the school partner (e.g., teachers, parents, staff), and representatives of the school district (e.g., facilities management, landscape department, superintendent's office representative, etc.), as needed, to conduct planning activities for the establishment of a joint use garden on school district property. Submit a list of garden team members.

Emalyn Leppard – Montgomery teacher (Attended RGEC trainings)

Janice Pezzoli – Bayside Community Center – Community Garden Coordinator  
(Attended RGEC trainings)

Margaret Arms - Community resident/gardener (Attended RGEC trainings)

Tomasa Ruiz - Community resident/gardener

Ken Moss- Montgomery school gardener

Jorge Riquelme –Bayside

Jonathon Ton – Montgomery Principal

*By request:*

Vanessa Forsythe – SDUSD Wellness Coordinator

Randy White - SDUSD Real Estate Office

## Montgomery Middle School/Community Garden Project Time Line

Objective	Timeline	Responsibility
<b>Obj.1. Develop a garden team to oversee the establishment or enhancement of a garden intended for community/school use</b>	October	Bayside
<b>Activities for Objective #1</b>		
Identify community organization(s), community gardener(s), older adult volunteer(s), school representative(s), student(s), afterschool staff, parent(s)	October	Bayside
Designate and send a minimum of three reps to RGEK trainings	September	Bayside - <b>Completed</b>
<b>Obj.2. Develop goals for a shared community / school garden</b>	October	Bayside
<b>Activities for Objective #2</b>		
Assess community and school's interest in a garden	October	Bayside <b>Completed</b> - January 2010
Survey teachers, school staff, after-school staff, and volunteers to identify benchmarks and goals	October	Healthy Works <b>Completed</b> -September
Conduct community outreach to identify neighborhood interest and identify those interested in participating in and assisting the development of a community garden	March/April 2011	Bayside <b>Completed</b>
<b>Obj.3. Develop a project (implementation) plan for the establishment or enhancement of a garden that supports school and community garden use</b>	October - December	
<b>Activities for Objective #3</b>		
Determine garden rules and regulations	October	Bayside- <b>draft completed</b> April 2011
Determine roles and responsibilities	December	Bayside-
Meet with school/district leadership to discuss garden plan and address concerns; this may include liability and safety concerns	November	Bayside/Healthy Works – Began process with Randy White, Jon Ton, and Jorge Riquelme, <b>June 2011</b>

<b>Obj. 4: Design and build a garden intended for school and community use</b>	November – December	
<b>Activities for Objective #4</b>		
Identify and select a <b>volunteer</b> (?) garden manager	December	Bayside
Identify a space for the garden that provides water access	November	Bayside - <b>Completed</b>
Coordinate with Victory Gardens San Diego to provide design assistance	November	Bayside - <b>Completed</b>
Coordinate with Victory Gardens San Diego to conduct a volunteer garden build.	December	Bayside –
<b>Obj. 5: Promote broad use of the garden</b>	January	
<b>Activities for Objective #5:</b>		
Organize a Professional development day for teachers and garden experts to discuss curriculum.	December	Bayside/Montgomery – Sched. December 9, 2011
Promote community, school, and afterschool members to participate in RGEK trainings	January	Bayside
<b>Obj. 6: Develop a sustainability plan to support the enhancement and continued dual use of garden</b>	January – February	
<b>Activities for Objective #6:</b>		
Assess the usage of the garden by the school and community	January	Healthy Works
Identify policy changes needed to fully implement the project plan	January	Bayside (Healthy Works provide technical assistance)
Identify strategies to promote increased usage of the garden by the community and school	February	Bayside (Healthy Works provide technical assistance)
Identify potential funding streams to support the continued development of the project	February	Bayside and Healthy Works team

**Montgomery Middle School Community Garden**  
Member/Site Guidelines and Agreement  
2470 Ulric Street  
San Diego, CA 92111-6036  
(858) 496-8330

**Introduction**

All participating members are required to read these site guidelines and/or have the site guidelines read to them in their native language and sign them to signify their agreement to the terms and conditions of receiving a plot site. A signed agreement is required before Bayside Community Center (BCC) and San Diego Unified School District (SDUSD) will provide a member with a plot at the Montgomery Middle School Community Garden (MMSCG). Any questions or concerns about the agreement should be directed to the Garden Management Team at BCC.

*Breaking any rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.*

1. You will receive one verbal warning from the Garden Management Team.
2. If no response or correction has been made, you will receive written notice 2 weeks later
3. In another 2 weeks, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot only after 1 year, and only at the discretion of the Garden Management Team.

**Rules, Terms, and Conditions for Participation**

*If accepted as a gardener, I will abide by the following rules, terms, and conditions:*

1. I have a child or grandchild that current is enrolled at Montgomery Middle School (MMS) and/or I am an alumnus of MMS.
2. I use this garden at the sole discretion of Montgomery Middle School Community Garden. I agree to abide by its policies and practices.
3. The fee for the use of the garden is \$30.00 per plot, per year (September 1 - August 31), due on or before September 1<sup>st</sup>. Fee for half a year after beginning February 1 or later is \$15.00. There are no refunds.
4. Once I have been assigned a plot, I will cultivate and plant it within 1 month. I will garden year round. My plot cannot be left fallow or unused for any period of 3 weeks or longer, more than 1 time a year.
5. My plot is \_\_\_\_\_ feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than 6 feet high. I must keep my plot free of weeds, pests, and diseases.
6. I will keep my plot, paths, and surrounding areas clean and neat. I will completely separate my trash into 3 groups: 1) dead plants, leaves, and other green waste plant parts including

cardboard (to the open compost), 2) rocks, stones, and asphalt (near the fence), and 3) paper, plastic, wood, metal, etc. I will put each type of trash only in the areas designated specifically for each. Anything I bring from my home I will take back home. I will not bring household trash and leave it at the Montgomery Middle School Community Garden.

7. **I will not sell or transfer my plot to another. The Garden Management Team determines at its own discretion who may be granted access to a plot.**
8. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons or pets or other animals to the garden.
9. Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the garden, especially when using tools or entering the tool shed. I am solely responsible for the behavior of my guests.
10. Pets are not allowed on the premises.
11. **I may use tools provided by MMSCG at my own risk. I will clean tools and return them to the tool shed after use. Use of any small engine machinery is not allowed.**
12. I will water my plot according to water-wise guidelines. **(I am required to attend a mandatory water conservation class before receiving my plot, and each ensuing year. If I use more than the recommended amount of water, I will pay a fee each month to cover the cost of this additional water.)**
13. I will attend regular monthly garden meetings. If workshops are offered, I will attend at least one on each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.
14. I will not apply any pesticides in the garden without the approval of the Garden Management Team.
15. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.
16. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine.
17. I will not sell my produce at the MMSCG. If interested, I will contact the Garden Management Team if I want to sell excess produce via the Linda Vista Farmers Market.
18. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
19. **I will to engage in a cooperative spirit with others while working at the MMSCG and will share tools, water, and other MMSCG provided resources. If any problems arise in sharing resources that I am not able to mediate on my own, I will contact the Garden Management Team for help**

in resolving any disagreements.

20. I forfeit my right to sue the San Diego Unified School District or Bayside Community Center.

**Commitment**

*I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the Montgomery Middle School Community Garden.*

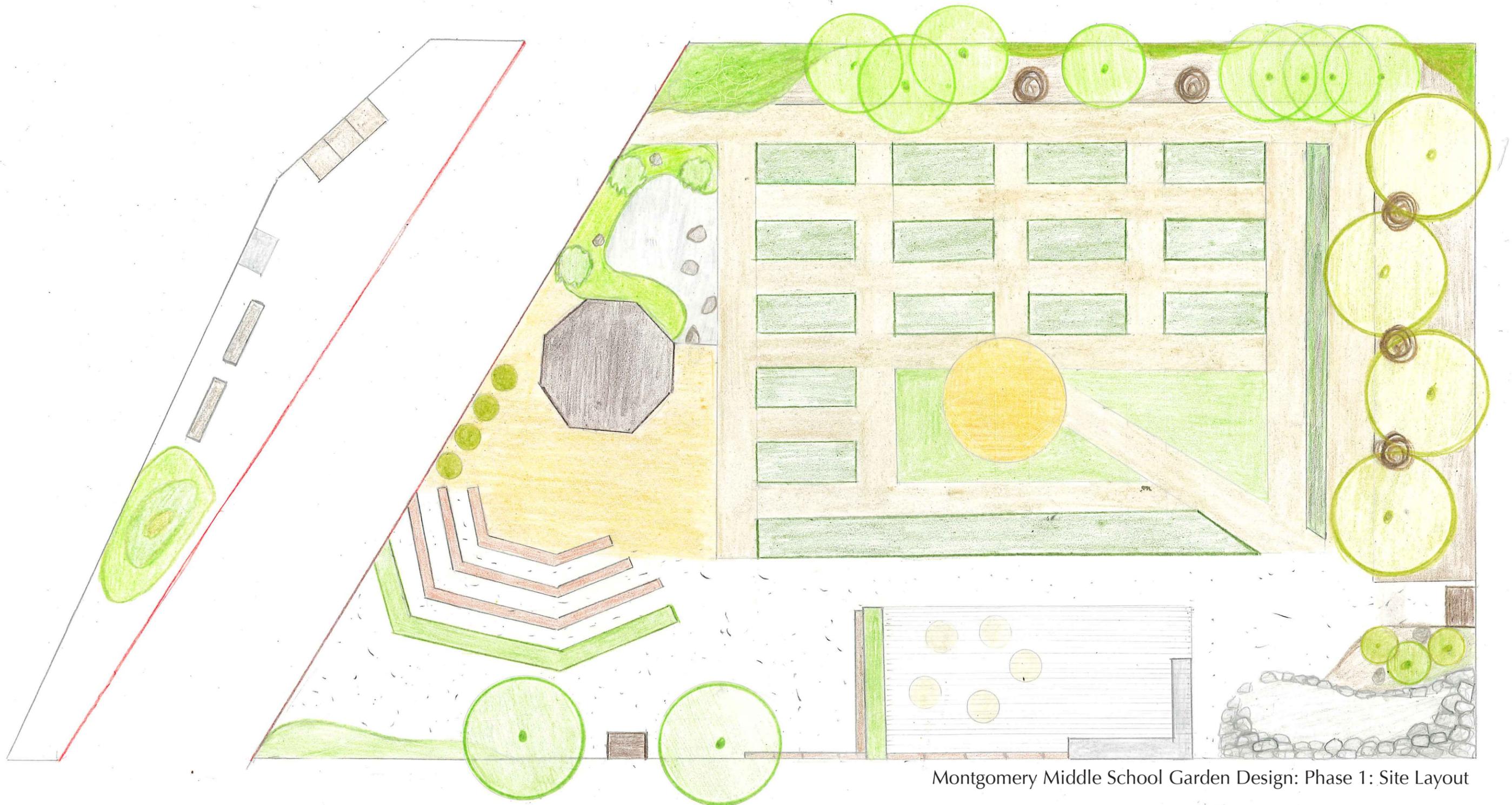
Signed: \_\_\_\_\_  
*Gardener*

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

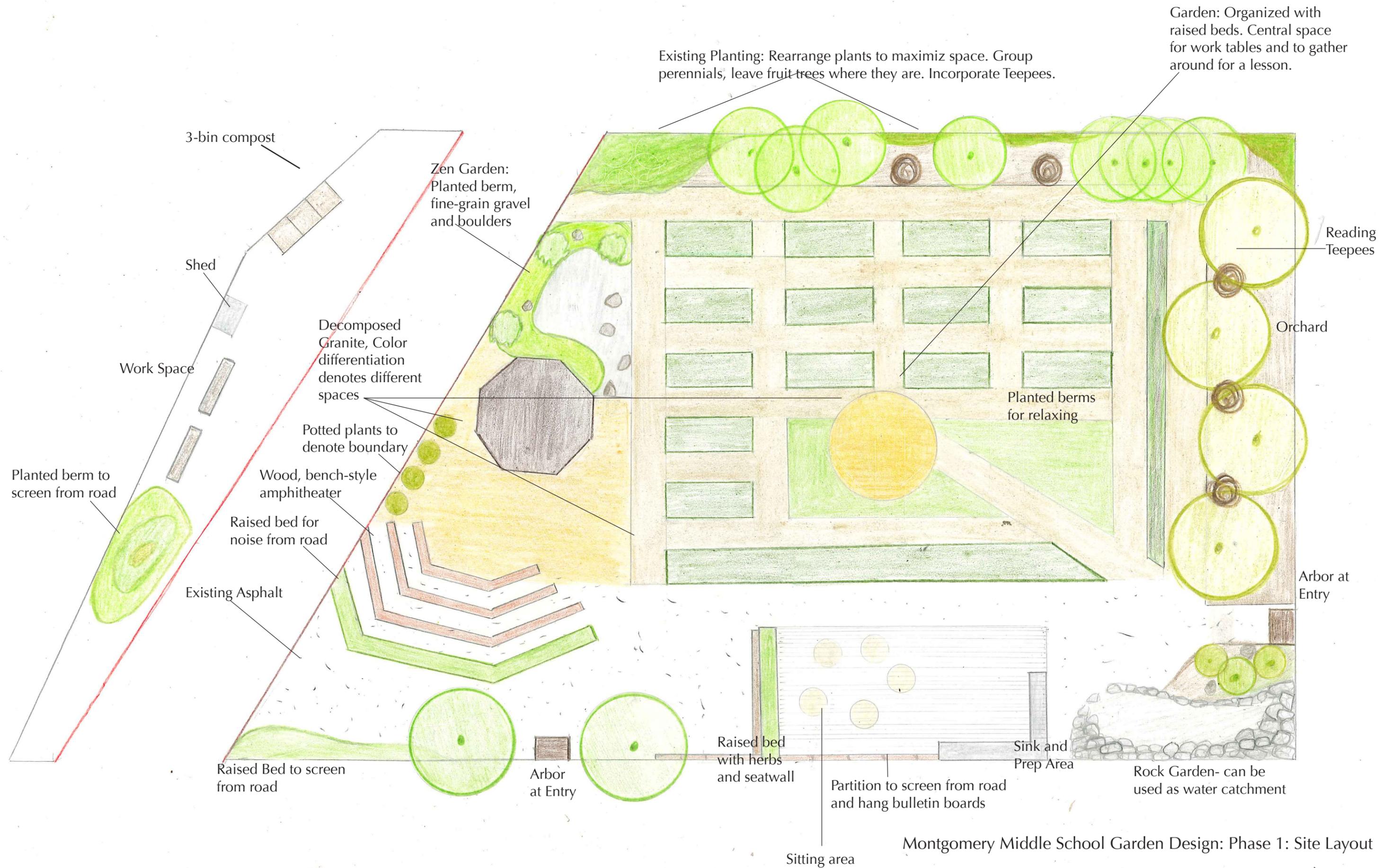
Approved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Garden Management Team*

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

DRAFT



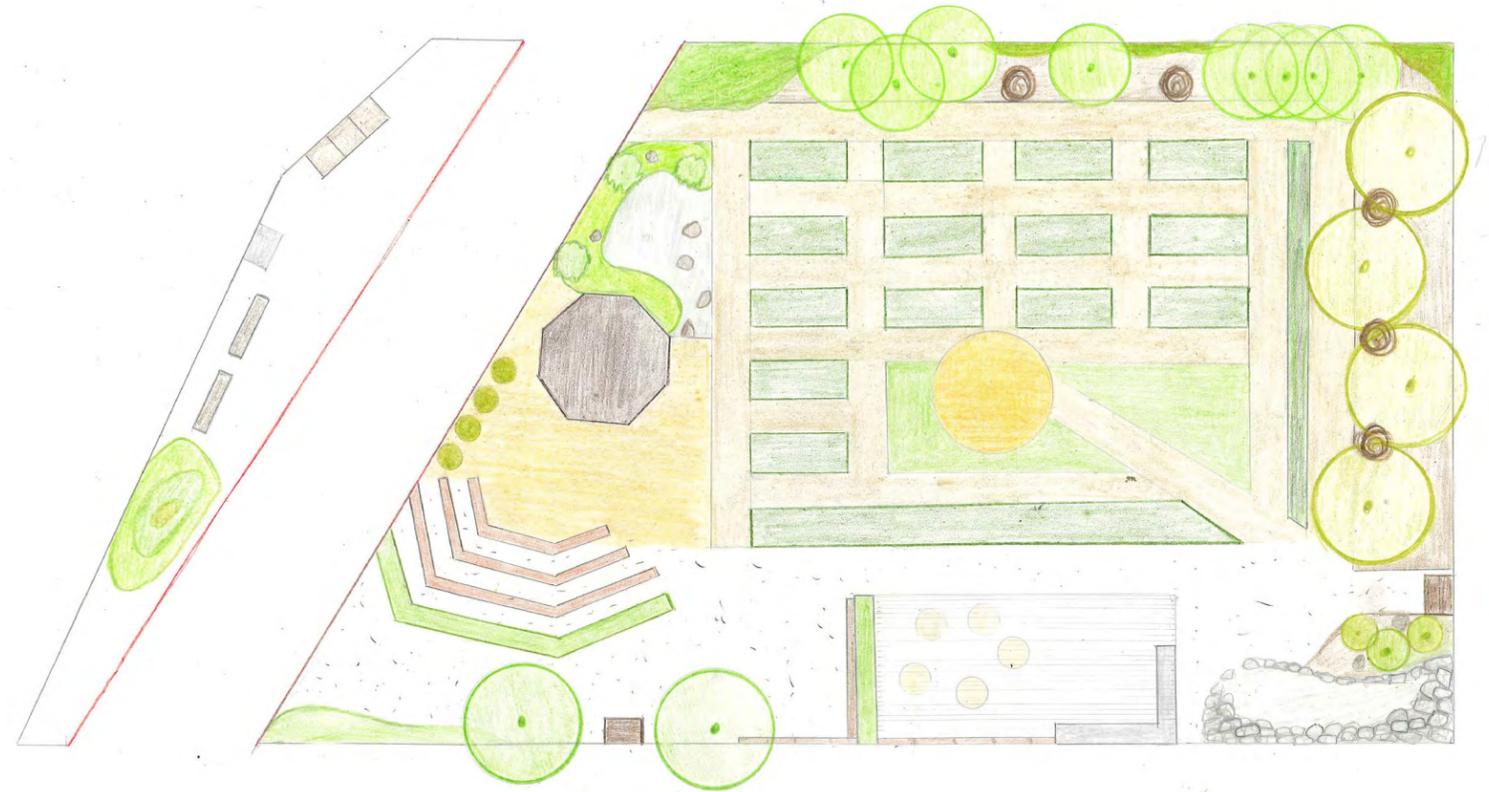
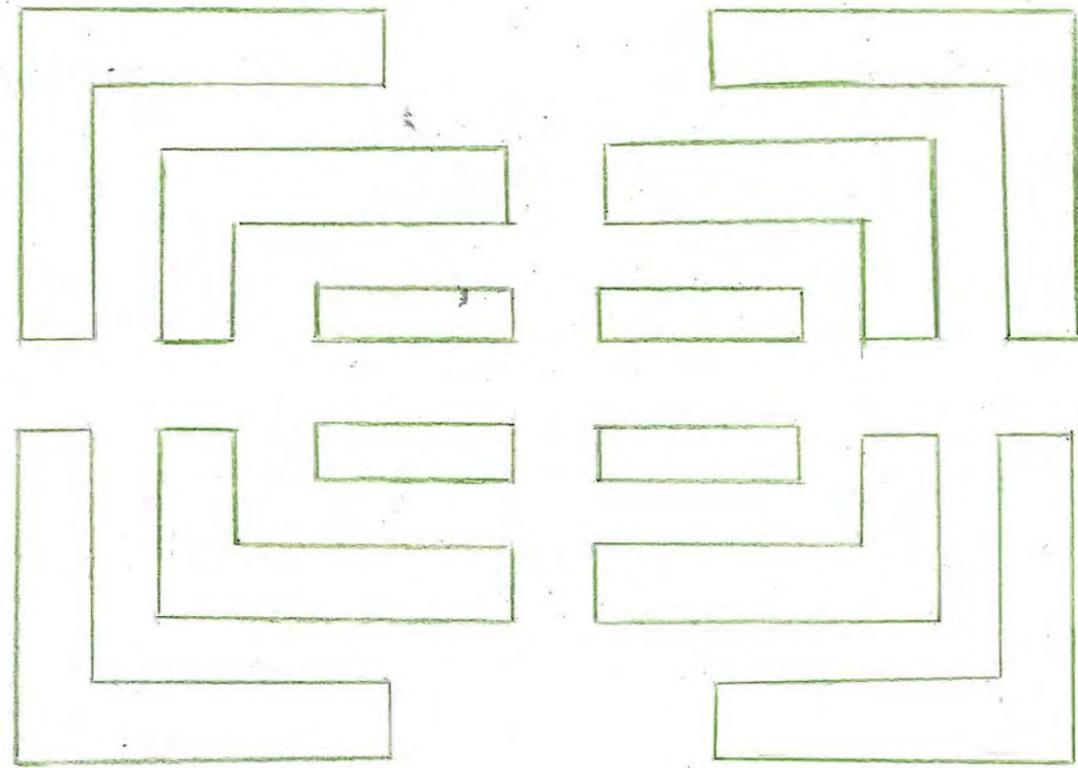
Montgomery Middle School Garden Design: Phase 1: Site Layout



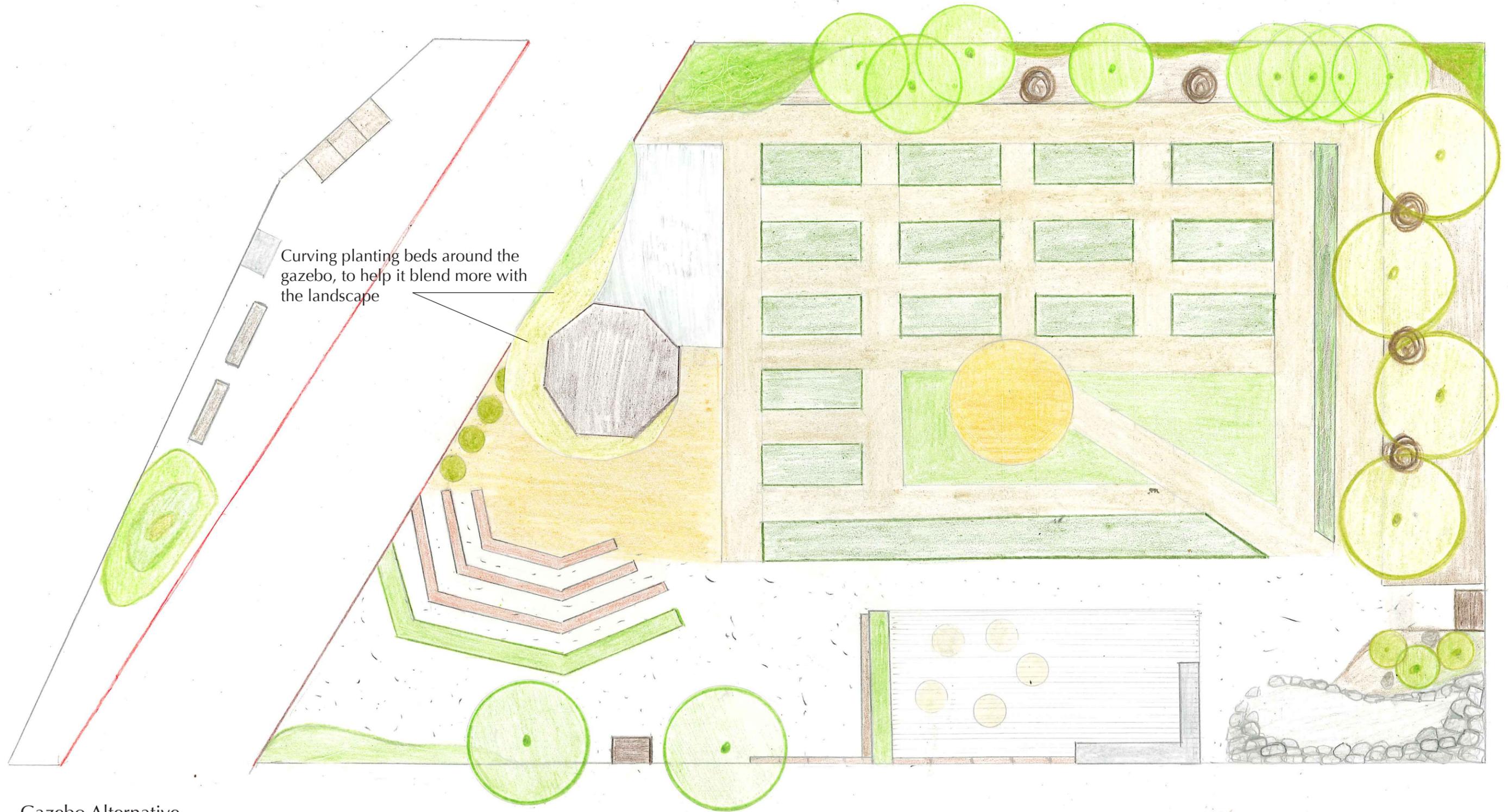
Montgomery Middle School Garden Design: Phase 1: Site Layout

1" : 1'



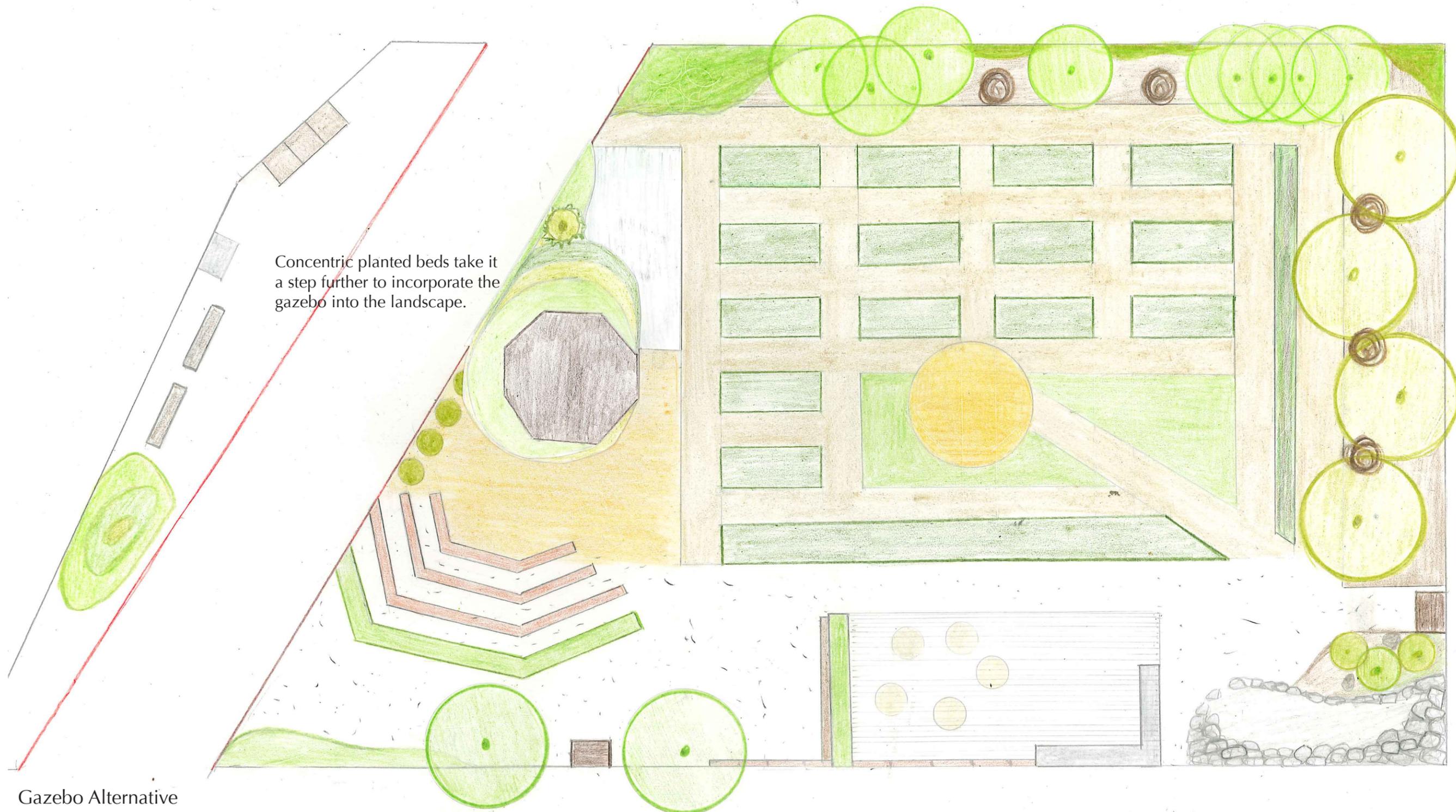


Both vegetable garden layouts help to organize and create order in the garden, which is both helpful for classes as well as the community. The design on the left gives the option of being able to divide the space in quadrants. It also creates an enclosed garden space that helps to define the boundary between garden time and relax time.



Curving planting beds around the gazebo, to help it blend more with the landscape

Gazebo Alternative



Concentric planted beds take it a step further to incorporate the gazebo into the landscape.

Gazebo Alternative

## Montgomery Middle School Community Garden Joint use Garden Goals (Check List)

### **Obtain Approval from Governing Entities:**

Jonathan Ton - Montgomery Middle School Principal; Jorge Riquelme - Bayside Community Center Director; SDUSD - real estate department/auxiliary services.

Montgomery MS and Bayside should first approve the concept of developing a JUA.2

### **Select Negotiators:** Principal Ton and Dir. Jorge Riquelme

Identify the employees responsible for developing the agreement for each entity.

They should have sufficient knowledge of their party's facilities and the authority to make required decisions on behalf of the entity.

### **S D County Childhood Obesity Initiative, facilitated by Community Health Improvement Partners (CHIP) to draft a MOA:**

between the SDUSD and Bayside. MOA would establish a partnership to collaborate on a joint use permit where parents, alumni, Bayside community members, Montgomery School staff and students will join forces to help maintain and sustain the school garden. Once signed - CHIP office will cut checks for to Bayside for use in staffing and supplies (\$8,500).

### **Work with Risk Management and Legal Counsel:** Bayside-risk management and legal counsel (?); SDUSD - ??

At the beginning of the negotiations, and as needed at different stages of the development of the JUA, consult with risk management and legal counsel.

### **Identify Community and School Needs:**

Assessing the needs of the community and Montgomery MS for additional recreation opportunities allows both parties to focus the scope of the agreement.

#### ***Assess community needs to identify:***

Underserved communities lack access to a place to grow food.

#### ***Assess school/district needs to identify:***

Unmet needs: improvements, teaching assistance and overall maintenance

### **Identify properties:**

That best serve unmet needs (by location, facility type, or other factor), and assess their suitability for joint use.

Factors to consider include the condition of the property, and buy-in from school personnel and school families.

**Agree upon Scope of Joint Use:**

Bayside and SDUSD need to decide on the scope of the agreement; community access to gardens at Montgomery MS.

**Inspect Proposed Joint Use Facilities:**

Both parties should inspect proposed facilities together to establish an understanding of and document the baseline conditions of the properties and facilities.

**The Garden Management Team:**

is made up of two team leaders (one a parent), at least one Bayside Community Center staff (Community Garden Coordinator); one student, one teacher ; one San Diego University student.

**Identify and Reach Agreement on Issues Involving Use:**

The parties need to agree on operational and management issues.

**\_\_\_ *Priority of Uses***

Rank the priority of types of users, parents of students Montgomery MS, parents of students from SDUSD in Linda Vista, Alumni and/or LV Community Member.

**\_\_\_ *Scheduling***

Determine which entity will be responsible for scheduling use. This could be divided between entities.

Bayside for parents-community member use and Montgomery Middle School staff for classroom/school use.

**\_\_\_ *Access and Security***

Determine security needs. Identify employees who will need access to properties and facilities.

Develop security protocol.

**\_\_\_ *Materials and Equipment***

Allocate responsibility for providing equipment/materials.

Determine location, access, and security of tool shed.

**\_\_\_ *Supervision***

Determine the type of supervision required.  
Identify which party will be responsible for providing supervision.

**\_\_\_ Custodial Services**

Determine the type of custodial services/equipment needed.  
Allocate responsibility for providing custodial services/trash --containers.

**\_\_\_ Water Use**

Determine how much and who will pay for.

**\_\_\_ Toilet Facilities**

Determine need for portable/temporary facilities.  
Allocate responsibility for providing and servicing portable toilets.

**\_\_\_ Parking**

Determine access to parking facilities.

**\_\_\_ Maintenance**

Allocate responsibility for regular property maintenance.  
Determine whether additional maintenance is needed, and which party will provide service.

**\_\_\_ Inspection and Notification of Damage**

Determine the manner/frequency of property inspection.  
Determine protocol for notifying identified employees of damage, including whom to contact, by what means, and deadlines for contacting and responding.

**\_\_\_ Restitution and Repair**

Determine the method and responsibility for property repair.  
Determine the methods of calculating and allocating repair costs.

**\_\_\_ ADA Requirements**

Determine who is responsible to ensure ADA requirements are met.



**Identify and Resolve Employment Issues**

To cover the facilities' extended hours of operation, both the SDUSD and Bayside will likely require some of their employees to work additional time.

Consult with legal counsel to resolve any employment-related issues, such as amending labor agreements or determining whether the entities may use volunteers to carry out some of these duties.



#### **Develop a Communication Protocol**

Identify the employees from each agency who will be responsible for (a) communicating to the other party about the agreement and (b) who will be responsible for making decisions regarding the agreement.

Establish a process for resolving disagreements regarding any aspect of the agreement.



#### **Identify and Reach Agreement on Issues Involving Third-Party Use**

Francis Parker School, and USD Greeks volunteer days. SDUSD and Bayside need to agree on various operational and management issues:

\_\_\_ Establish the priority of uses for third-party programs

\_\_\_ Agree on the protocol for scheduling events

\_\_\_ Ensure third party procedures are adequate:

\* Address resource allocation pursuant to identified priorities

\* Fees

\* Member/Site Guidelines and Agreement

\* Access issues

\* Insurance and risk management issues

\* Liability



#### **Agree upon Improvements and Improvement Protocol**

The parties should consider whether—and the conditions governing how—they will allow each other to make “improvements” (changes to the garden made by or for the benefit of the party). Determine whether Bayside will be authorized to improve district property, the conditions under which the Bayside can improve property, how to allocate costs of improvements, and the ownership of the improvements.



#### **Agree upon Cost Analysis and Allocation**

The parties need to calculate the costs of the agreement and how to allocate those costs equitably. Determine which components of costs to measure, the methodology to use to determine costs, and how to allocate costs and fees. Example cost of personnel to oversee the garden's operations.



### **Risk Management and Legal Issues**

The parties must consult with risk management professionals and legal counsel to determine insurance requirements, allocate risk, and ensure the agreement is consistent with state and local laws and regulations.

\_\_\_ ***Determine the types and amounts of insurance to require***, consistent with legal and risk management requirements. Determine the types of documentation to exchange or require. Certificate of Insurance naming SDUSD as additional insured to Bayside's General Liability policy.

\_\_\_ ***Allocate liability risk***. Determine whether or what type of indemnification to require.

\_\_\_ ***Ensure the agreement is consistent*** with existing state and local law and regulations, permitting procedures (or amend permitting procedures if necessary), and fee procedures or structure (or amend if necessary).



### **Determine Term of Agreement, Methods of Evaluation, and Renewal**

Determine the duration of the agreement, and the bases for cancelling or terminating the agreement before the term ends. Also determine what data to collect during the agreement, the nature and timing of its evaluation, and the process and conditions for renewing the agreement.



### **Identify Training Needs and Develop a Training Plan**

Determine whether agency personnel need training to carry out the agreement, including instruction on any new procedures required by the agreement or any new duties assigned to employees. Determine who is responsible for conducting training, and identify employees who need to undergo training.



### **Develop Member/Site Guidelines and Agreement**

- \*Determine who will be responsible for enforcement.
- \*Hours of use
- \*Operating rules
- \*Insurance documentation
- \*Contact database of volunteers, plot users and teachers...etc.

\*SDUSD and Bayside Volunteer forms and waivers of liability must be completed by each individual who participates in the garden.



### **Receive Formal Approval**

The final step in completing the agreement is to ensure the governing entities formally approve the agreement.

# **San Carlos United Methodist Church / Springall Academy**

## **School Community Garden Team**

San Carlos United Methodist Church and Springall Academy intend to model for the community the benefits of community partnership while encouraging other community groups and individuals to participate in the Community Garden with the ultimate goal of encouraging healthy habits, modeling good citizenship and making a positive, long-lasting impact in one's neighborhood.

### **San Carlos United Methodist (Organization)**

Reverend Sue Farley

Reverend Brent Ross (Agency lead contact)

Jeanne Bauer – Director of Community Outreach

Malcolm Law – Master Gardener of San Diego County

### **Springall Academy (Organization)**

Heather Dierolf – Executive Director

Al Galindo – Property Maintenance

Jena Lefr – Workability Coordinator/Guidance Counselor

Mercy Gitobu – Adult Program Teacher

Classroom Teachers (7 total)

### **School Community Garden Committee Team**

Reverend Brent Ross, SCUMC (Program Administrator, Agency Lead)

Heather Dierolf, Springall Academy Executive Director (School lead contact)

Kelly Wood, Consultant/SCUMC member and San Carlos resident (Project Manager)

Mindy Swanson, CHIP (Healthy Works Consultant)

Jeanne Bauer, Director of Community Outreach for San Carlos United Methodist Church

Marge Thompson, SCUMC member

Malcolm Law, SCUMC member/ Master Gardener of San Diego County

Theron Cooper, California Certified Nursery Professional

Al Galindo, Springall Academy Property Maintenance

Drew Smith, Benchley-Weinberger Foundation, President and Pershing Middle School PTA member

Bill Tall, City Famers Nursery, Owner and Community Garden Expert

Councilmember Marti Emerald, City of San Diego Public Official

Geoffrey Cox, Community Member/Neighbor

## San Carlos United Methodist Church Community Garden Project Timeline

Team	Task	Timeline	
SCUMC	Announce HWSCG program at SCUMC Worship Services.	7/31	x
SCUMC	Announce HWSCG program and Helping Hands Garden mission statement, program goals, etc. in SCUMC weekly newsletter.	8/10	x
	<b>MOU Due: 1st Invoice</b>	8/12	x
HHGC	First Garden Committee Meeting (core)	8/15	
Kelly	Program Manager's Meeting / Project Timeline revision due: 10 - 12 a.m.	8/16	
Kelly/Mindy	Participate in Creating More Active Communities through Joint Use Agreements Webinar	8/26	
HHGC	Spring Valley Youth & Family Gardening Class: 201 (6 weeks)	8/30	
Kelly	Project Timeline Final Due: <b>2nd Invoice</b>	8/30	
HHGC	Deadline for establishing Garden Committee Members/3rd Invoice	9/1	
SA	Begin working with Healthy Works and SDUSD to develop a formal joint-use agreement.	September	
HHGC	Recruit/Enroll minimum of three team members into a minimum of one course at Gardening 101, 201 and 301: <b>4th Invoice</b>	September	
HHGC	HHG Community Meeting at Springall Academy	9/15	
HHGC	Deadline for City Councilmember Marti Emeralds Quarterly Newsletter and Mission Times Courier monthly newspaper: to announce HWSCG Community Garden Grant and Pilot Project	9/15	
Kelly/Heather	Joint Use Workshop: Creating Successful Partnerships @ CHIP	9/19	
Mindy/Kelly	Deadline for Survey Data:	9/30	
SCUMC	Reach out to surrounding schools (BW, Gage, MM, Pershing) to inform Principal and PTA of HHG mission and partnering goals (with schools); Recruit one PTA representative from each.	September	
	Survey stakeholders at SA and SCUMC and partners to establish goals and recruit participation (deadline 9/30 for survey completion)	September	
SCUMC	Reach out to surrounding schools (BW, Gage, MM, Pershing) to inform Principal and PTA of HHG mission and partnering goals (with schools); Recruit one parent/teacher representative from each.	September	
SCUMC/ HHGC	HHGC Monthly Meeting: Meet to review HWSCG program goals, objectives, accomplishments; Develop fundraising plan (identify fundraising goals/strategies and fundraising team); Begin planning for HHG Kick-Off event/ Groundbreaking Ceremony. Present monthly report.	September	
SCUMC	Reach out to surrounding schools (BW, Gage, MM, Pershing) to inform school leadership of HHG mission and partnering goals (with schools); Recruit one teacher representative from each to join HHGC (school programs committee).	September	
Healthy Works with SA	Submit Draft for Joint Use Garden Goals: <b>5th Invoice</b>	October 18	
HHGC	Collaborate with Victory Gardens San Diego/City Farmers Nursery (designated nursery partner) to develop a garden plan, budget and design to build HHG	October - December	
Healthy Works with SA	Submit FINAL Joint Use Garden Goals: <b>6th Invoice</b> Submit DRAFT Partner Roles & Responsibilities, background check requirements and school integration plan: <b>7th invoice</b>	October 31	

## San Carlos United Methodist Church Community Garden Project Timeline

SCUMC	In collaboration with HHG partners and Victory Gardens, research, identify and submit 2-3 grants for additional garden funding.	September-December	
SCUMC	In collaboration with Victory Gardens and RGEC, coordinate training program for school partners (teacher/PTA representatives).	September-December	
HHGC	In collaboration with Victory Gardens work to design garden based on survey (garden goals) and feedback from SA and district leasing office. (design draft due 12/13, final plan 1/17)	September-December	
SCUMC/ HHGC	HHGC Monthly Meeting: Meet with all HHG stakeholders to discuss development of 3-year sustainability plan. Present monthly report. Review goals and drafted roles and responsibilities. Share school integration plan (see below) (submit draft of goals 10/18, final 10/31)	October	
Healthy Works with SA	Draft and finalize school integration plan	October due 10/31	
SCUMC	Develop 3-year sustainability plan for HHG (will include joint use policy, community garden goals/long-term objectives; marketing and fundraising development strategy) – budget, conflict resolution plan. (plan due 1/17, sustainability draft 1/17 final due 2/13)	October-December	
Healthy Works with SA	Submit FINAL Partner Roles & Responsibilities, background check requirements and school integration plan: <b>8th invoice</b>	November 30	
SCUMC/ HHGC	HHGC Monthly Meeting: Meet to review HWSCG program goals, objectives, accomplishments; Final preparation for November-January fundraising plan. Present monthly report.	November	
HHGC	Submit DRAFT Garden Design, budget, implementation/fundraising plan and conflict resolution plan: <b>9th Invoice</b>	December 13	
SCUMC/ HHGC	HHGC Monthly Meeting: Meet to review HWSCG program goals, objectives, accomplishments; Present monthly report.	December 15	
HHGC	Submit FINAL Garden Design, budget, implementation/fundraising plan and conflict resolution plan, approved by Victory Gardens: <b>10th Invoice</b>  Identify a Garden Coordinator: <b>11th Invoice</b>  Submit a DRAFT Sustainability Plan that includes: key stakeholders, challenges and opportunities, potential funding streams, strategies for increasing school and community usage, policy change recommendations.: <b>12th invoice</b>	January 17	
SCUMC/ HHGC	HHGC Monthly Meeting: Meet to review HWSCG program goals, objectives, accomplishments; Present 7-month report to HHGC and HWSCG leaders.	January 19	
HHGC	Submit FINAL sustainability plan that includes: key stakeholders, challenges and opportunities, potential funding streams, strategies for increasing schools and community usage, policy change recommendations: <b>13th Invoice</b>	February 13	
SCUMC/ HHGC	Submit a LOI or MOA that demonstrates intent of SCUMC and SDUSD to enter into an agreement to share garden space for the purpose of a school instructional garden and community garden: <b>FINAL Invoice</b>	February 29	

201: Marge Thompson, Jeanne Bauer, Heather  
301: Heather

<b>Total Respondents</b>	26
Teacher	3
Other Staff	11
Blank	12

Thought had existing garden 17

**Please choose all applicable reasons that best describe why the school does not have a garden (of 9 respondents)**

Lack of staffing	33%
Little to no knowledge about gardening	22%
Lack of gardening supplies	11%
Lack of funding	56%
Difficulty linking gardening to core academic standards	11%
Lack of volunteers	33%
No interest in having a garden	0%
Inadequate space	0%
Risk of vandalism	22%
Time constraints	44%
Few or no instructional materials	33%
Need technical assistance with gardening	22%

**Goal of program**

- to create a visually stimulating place for kids to go for a break
- to educate children in multiple subjects and enhance life skills
- teach students about nutrition, introduce fruits and vegetables into their diets
- linking students with nature, vocational skills, peaceful setting
- use for education use for life skills
- teach students a skill, build interest in a hobby, increase work ethic
- Job skills for the students
- teaching/break area
- to teach

**What types of plants would you like to grow in the school garden this academic year?**

Vegetables	81%
Herbs	58%
Fruits	88%
Ornamentals	23%
Nuts	35%
California native plants	35%
Wildlife habitat	23%
Other	4%

**What activities would you like to do with the plants grown in the garden?**

Use in school lunch	35%
Use for academic study	69%
Sell plants/produce	35%
Donate plants/produce	31%
Compost	50%
Harvest for consumption and eat during garden time	69%
Harvest for consumption and eat during other school time activities	50%

**What features would you like your garden to have?**

Sinks	42%
Food prep/Kitchen area	19%
Weather station	15%
Compost area	62%
Worm bins	42%
Tool shed/storage area	69%
Outdoor teaching area (benches, tables, seated gathering area, amphitheater, etc.)	81%
Theme gardens	38%
Rainwater harvesting	46%
Solar panels	23%
Pond	31%
Interpretive signage	12%
Automated irrigation system	35%
Greenhouse	58%
Domestic animals (chickens, ducks, rabbits, etc.)	31%
Other feature(s) not listed above	4%

**When will you use the garden?**

During class instruction time	88%
During recess	58%
After school	31%
Before school	23%
Summer Program/Camp	27%
Non-school community uses	15%

**What subjects do you see as best suited to teaching through gardening?**

Mathematics	15%
English/Language Arts	12%
History/Social Studies	23%
Science	77%
Agricultural studies	62%
Art	31%
Computer technology	0%
Environmental studies	50%
Foreign language	4%
Health	58%
Home economics	38%
Nutrition	69%
Physical education	15%
Special education	27%
Business/Micro Enterprise	12%
Service Learning/Community Service	38%
Other	0%

**What further information/education would you be interested in obtaining to improve your use of gardening as a teaching strategy?**

brief inservice on how to garden  
lesson plans  
how to do effectively  
gardening books  
other programs that are successful  
money saved by growing own fruits and vegetables  
gardening 101

**If resources were unlimited and there were no administrative challenges, how would you like to see the garden used?**

when kids take a break they can walk to the safe, quiet, beautiful, peaceful garden and relax. Also usable for the teachers  
everyday for lunches, snacks and presents to the community  
for everything  
sell plants, good for kids, education hot to plan/take care of garden, animals/eggs  
as a source of nutritional food as well as an area to study plants  
farmers market, look attractive to the community  
for teaching and physical education  
(a theraputic space for counseling)  
comprehensive garden with flowers, domestic animals, greenhouse and ponds  
academic study sensory  
teach living green

## **San Carlos Community Garden Project at Springall Academy**

### **School Garden Integration Plan**

#### **12.7.11**

Springall is a non public school serving a diverse student body, many who have Individual Education Plans (IEPs) to help them either re-integrate with their former districts or transition smoothly with enhanced living and work skills. In order to accommodate these diverse students and plans Springall has a staff and course structure that has flexibility with opportunities for learning that will allow for garden integration on many levels. Springhall serves a broad age range roughly divided into four groups: elementary (~2-5<sup>th</sup> grade), middle school (~6-7<sup>th</sup> sometimes 8<sup>th</sup>, high school program and PLUS for students older than high school who are learning life skills.

The activities displayed in the following table will be pursued in the garden over the next 3 years to help successfully utilize the garden to academics, counseling, life and job skills training. In order to conduct all of these gardening and culinary activities the garden design will be developed and adjusted to allow for these activities and the resources they will require. This includes improving the growing planting watering and harvesting equipment as well as areas to conduct walking counseling sessions (a rambling orchard/butterfly garden path) as well as an improved culinary training area with appropriate equipment.

Area of integration	Elementary	Middle School	High School	PLUS
<b>Use the space therapeutically for student counseling</b>	During group counseling and individually as needed			
<b>Conduct nutrition lessons including taste testing in the garden</b>	Conduct garden based nutrition curriculum using selected lessons from: The Growing Classroom, Nutrition to Grow On and TWIGs and Harvest of the Month. Sign up Elementary level teacher and aides with Stella Weaver at UCCE to help conduct nutrition lessons from Nutrition to Grow On.	Use Harvest of the Month to conduct lessons about specific produce items grown in the garden. Sign up Elementary level teacher and aides with Stella Weaver at UCCE to use the Eat Fit goal setting curricula. Use gardening time as a physical activity in this curricula.	Use Harvest of the Month to conduct lessons about specific produce items grown in the garden. Sign up Elementary level teacher and aides with Stella Weaver at UCCE to use the Eat Fit goal setting curricula. Use gardening time as a physical activity in this curricula.	Use Harvest of the Month to conduct lessons about specific produce items grown in the garden. Have PLUS students prepare Harvest of the Month taste testing samples for students in other grades. Have PLUS students work with Elementary on the TWIGS curricular lessons.
<b>Teach science, including environmental science lessons</b>	Address science topics for Life Science units about seeds, plant parts, photosynthesis, solar energy and life cycles. Use Growing Classroom and TWIGS lessons to provide specific worksheet frameworks for these topics.	Apply 6 <sup>th</sup> Grade life science and math in the garden using Composting and Experimentation. Apply 7 <sup>th</sup> grade Chemistry by doing soil tests and compost testing. Apply 8 <sup>th</sup> grade math creating graphs and charts of plant harvests.	Use the Cornell High School Composting curriculum to study and apply high school level science in the garden. Educate Elementary and Middle School students about compost concepts.	Use the Cornell High School Composting curriculum to study and apply high school level science in the garden. Educate Elementary and Middle School students about compost concepts. Participate in comm education and collect and care for compost
<b>Create a job training program under workability to help provide students with income and the community with plants/produce</b>	NA	Introduce horticultural concepts by introducing the basics of gardening using the TWIGS curriculum	Expand on TWIGS curriculum using nursery standards and UC Davis Student Farm lessons to cultivate starts, plant them in school beds, practice Integrated Pest Management. Work with potential employers to build specific skill sets	Expand on TWIGS curriculum using nursery standards and UC Davis Student Farm lessons to cultivate starts, plant them in school beds, practice Integrated Pest Management. Work with potential employers to build specific skill sets

<b>Culinary Arts/ Cafeteria</b>	Learn about simple recipes using the Tasting Trio Recipes developed for Harvest of the Month tastings and simple recipes found in the TWIGs curriculum	Plan and prepare seasonal harvest recipes for quarterly harvest of the month tastings in the classroom using Kids Cook Farm Fresh Food and TWIGs as sources.	Learn culinary skills from food safety, food preparation such as knife skills and other culinary operations and create recipes for scheduled snacks and salads from garden produce	Certify in food safety and improve culinary skills to help students cook for themselves and prepare for work in food service jobs. Creating signature recipes to be offered for on-site catering using local seasonal garden featured ingredients.
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## CURRICULAR REFERENCES:

**TWIGs:** Field tested lessons (15 nutrition and 15 gardening topics) connecting gardening with nutrition for children in Kindergarten through sixth grade. The focus is on positively influencing participant's nutritive choices through the development and harvesting of a vegetable garden.

<http://cesanmateo.ucdavis.edu/TWIGs/>

**Nutrition to Grow On:** A curriculum for 4-6<sup>th</sup> grade students offering 8 lessons with partnered gardening and nutrition concepts. Curriculum provides excellent worksheets and family newsletters. Downloadable at California Department of Education at: <http://www.cde.ca.gov/ls/nu/he/nrttogrow.asp>

**The Growing Classroom:** A Life Lab created resource book with many lessons on wide ranging topics from botany, nutrition composting, food system and beyond. Lessons have clear directions and can help expand topics that may already being covered in the classroom out in the garden. Available from the National Garden Associations web-page:

<http://www.gardeningwithkids.org/11-4017.html>

**Kids Cook Farm Fresh Food:** Excellent lessons about farmers and how to grow food with beautifully laid out recipes for the four seasons of the year. Available for download at:

<http://www.cde.ca.gov/ls/nu/he/kidscook.asp>

**Harvest of the Month:** A site featuring fruits and vegetables grown in California with accompanying classroom lessons and family newsletters. Website has other resources such as botanical images and training videos for helping teachers learn to conduct lessons. <http://www.harvestofthemonth.com/>

Some sites have taken the concept further and created tasting recipes to use with ingredients that are simple and can be easily done in the classroom and in the cafeteria. See the Tasting Trio Teacher booklet found on the Harvest of the Month Resource page:

[http://publichealth.lacounty.gov/nut/lacollab\\_files/documents/hotm/HOTM%20Resources.htm](http://publichealth.lacounty.gov/nut/lacollab_files/documents/hotm/HOTM%20Resources.htm)

**Composting in the Classroom: Scientific Inquiry for High School Students,"**

<http://cwmi.css.cornell.edu/compostingintheclassroom.pdf>

A well composed HS inquiry based science curriculum for composting. Although the basis is biology – because it includes physics concepts and chemistry, it could be adapted for use for several science applications. Source text books are by well known and established science authors who make standards based curricula.

**UC Davis, Student Farm curricula,** <http://www.studentfarm.ucdavis.edu/edumat/saguides>

Nine well constructed lessons downloadable in .pdf form for educating high school or college level students how to operate a sustainable garden or farm through teaching all the techniques. Lessons are clearly laid out and offer time frames and materials lists. The presumption is the site has a working garden or farm with a greenhouse and will be training students to do the work from mixing potting soil mixes, seeding plants in trays, transplanting and managing pests and soil. The series of lessons includes lessons to explore the flavor and environmental benefits for growing organically.



## **Springall Academy Volunteer Requirements**

**August 2011**

**Adopted from San Diego Unified School  
District Policy August 2011**

### **CATEGORY A**

**Visitors or guests who enter a school for a one-time event.** This person has no unsupervised exposure or contact with children. Typical examples include Read Across America guest reader, Principal for a Day participant, guest/resource speaker, senior exhibition panel member, one-time volunteer for school or classroom event, or other day or guest-type activity. Parents who attend school to eat lunch or to participate in a parent involvement activity such as “Family Friday” with their child(ren) are also considered visitors or guests.

#### **Screening requirements:**

- Be sponsored or approved by a school site or district employee
- Be able to present some form of current government-issued photo identification
- (driver’s license, passport, military ID, US or other government identification)
- Sign in on the “Volunteer Sign-in Sheet” in the main office
- Upon approval, be required to display a volunteer/visitor identification badge which they will surrender following the event or activity.

### **CATEGORY B**

**Volunteers with group exposure who have little or no direct unsupervised exposure or contact with children, volunteers participating in school activities in open and public settings, and volunteers with classroom exposure who work with children and are supervised by district staff.** Volunteer conditions are typically public settings and classrooms where staff or other adults can observe at all times, no solitary time with children, and always within unobstructed view. Typical examples include classroom tutoring, classroom reading, classroom assistance and after-school programs where supervised by district personnel, school police parent patrol volunteers, field trip chaperones (chaperones who drive for field trips must also follow the requirements set forth in Administrative Procedures 4585, 4586 and 4587 that include documentation of current driver’s license and automobile insurance coverage), as well as nonclassroom volunteers such as office helpers, non-classroom assistance, organized functions associated with school organizations such as PTA, school foundation, Site Council.

**Screening requirements:**

- Be sponsored or approved by a school site or district employee
- Be able to present some form of current government-issued photo identification (driver's license, passport, military ID, US or other government identification)
- Complete and submit for approval Springall's School Volunteer Application
- Be checked **by designated site personnel** against the California Department of Justice, Sexual Offender Website (Megan's Law) (<http://www.meganslaw.ca.gov>)
- Present a Tuberculosis clearance card
- Sign in on the "Volunteer Sign-in Sheet" in the main office
- Upon approval, be required to display a volunteer identification badge to be surrendered at the conclusion of the day's volunteer activity

**CATEGORY C**

**Volunteers with classroom exposure, who work directly with students, and may have unsupervised time with students, but only while on district property with district personnel on site.** Conditions typically are areas outside of the classroom where staff or other adults can observe at most times, but may occasionally include short solitary time with children and short duration of obstructed view, such as on-site tutoring outside of the classroom.

**Screening requirements:**

- Be sponsored or approved by a school site or district employee
- Be able to present some form of current government-issued photo identification (driver's license, passport, military ID, US or other government identification). By recommendation from the Department of Justice, Mexico identification and voter registration cards are not recognized. U.S. social security cards and birth certificates without an accompanying U.S. driver's license are also not recognized.
- Complete and submit for approval the Springall School Volunteer Application
- Fingerprinting via San Diego Unified's Livescan Office
- Present a Tuberculosis clearance card
- Sign in on the "Volunteer Sign-in Sheet" in the main office
- Upon approval, be required to display a volunteer identification badge to be surrendered at the conclusion of the day's volunteer activity

Springall Academy 6460 Boulder Lake Ave., San Diego, CA 92119  
Phone: 619-460-5090 Fax 619-460-5091  
[www.springall.org](http://www.springall.org)

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# San Carlos Community Garden Sustainability Plan

A community initiative of the San Carlos United Methodist Church  
in partnership with Springall Academy.

Funding made possible by the following:



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**January 17, 2012**

## **Table of Contents**

- I. Key Stakeholders
- II. Challenges & Opportunities
- III. Potential Funding Streams
- IV. Strategies for increasing School and Community Usage

# San Carlos Community Garden Sustainability Plan

## I. Key Stakeholders

The San Carlos Community Garden Project is a collaboration between San Carlos United Methodist Church and Springall Academy to create a sustainable, joint-use community garden that will engage other community groups and individuals to participate in, support and maintain the San Carlos Community Garden for future generations.

### **San Carlos United Methodist (Organization)**

Reverend Brent Ross (Agency lead contact)

Jeanne Bauer – Director of Community Outreach

### **Springall Academy (Organization)**

Heather Dierolf – Executive Director

Madeleine Starin, Teacher

Kayle Boisclair, Teacher

### **San Carlos United Methodist Community Garden Citizen Primary Contacts & Chairs**

Reverend Brent Ross, SCUMC (Primary contact for SCUMC)

Heather Dierolf, Springall Academy Executive Director (Primary School contact)

Kelly Wood, Consultant/SCUMC member and San Carlos resident (Grant Manager)

Mindy Swanson, CHIP (Healthy Works Consultant)

Malcolm Law, SCUMC member/ Master Gardener of San Diego County (Garden Design Chair)

Michael Lytton, San Diego Resident (Fundraising Chair)

Bev Lytton, San Diego Resident (Communications Chair)

George Mercer, Landscape Architect and Garden Designer

## II. Challenges & Opportunities

### **Challenges:**

1. Creating a Joint-Use Agreement with SDUSD may be challenge with limited legal resources and advisory leadership (post Healthy Works grant).
2. The garden design for San Carlos is an ambitious design that will required a commitment from the community to support, build and maintain.
3. The absence of a strong garden coordinator may deter others from getting involved. At this stage (development) leadership will be key to building engagement and financial support.
2. See Conflict Resolution Plan (Appendix A)

### **Opportunities:**

1. Due to its size, design scope and the special needs students that the garden will serve at Springall Academy, the community garden has the potential to be a model for joint-use community gardens in San Diego.
2. Its adjacent location to the San Carlos Recreation Center, which draws thousands of families on a weekly basis, allows the community garden to be well poised to generate community awareness and engagement.
3. With more than 40 4x10 raised plots, the community garden has the potential to serve dozens of families living in low-income, multi-dwelling housing just three blocks away.
4. Community garden may be used for community social gatherings.
5. Once developed, the community garden will serve as a great venue for local schools to engage for outdoor education programs (field trips within walking distance).

### **III. Potential Funding Streams**

It is anticipated that 50% of the San Carlos Community Garden Project will be supported by the San Carlos community by means of in-kind support and donations made by local faith-based organizations, civic clubs (i.e. Kiwanis, Boy Scouts, Girl Scouts, etc.) and businesses (San Carlos Hardware, Lowes, Dixieline, etc.).

1. Grassroots fundraising, Letter of Request (Appendix B)
2. See Garden Grants (Appendix C)
3. [San Carlos Community Garden Stay Classy Fundraising Page](#)

### **IV. Strategies for increasing School and Community Usage**

The Community Garden's Citizen Committee includes a dedicated group of individuals committed to engage the San Carlos community's local faith-based organizations, schools, civic clubs and businesses. This will be done through social media, special events, and community outreach.

**Social Media Strategy:** The San Carlos Community Garden Project has begun developing a suite of communication tools to increase community garden volunteerism, support and leadership. This includes:

- [www.sancarloscommunitygarden.com](http://www.sancarloscommunitygarden.com)
- [www.facebook.com/SanCarlosCommunityGarden](http://www.facebook.com/SanCarlosCommunityGarden)
- Regular Mail Chimp eblasts (promoting meetings and other relevant community garden news)
- San Carlos Community Garden Stay Classy Fundraising Page

**Special Events:** The San Carlos Community Garden Citizen's Committee, with support from Springall Academy, San Carlos United Methodist Church and other organizations, will host events at the garden throughout the year to engage community members of all ages and increase garden usage. Events planned are:

- Monthly committee meetings (open to the public, held on the 3rd Thursday from 6:00 - 7:30 p.m. at San Carlos United Methodist Church.
- Garden Groundbreaking: March 25, 2012, 1:30 - 3:30
- RGEC Garden Courses (In planning now)

- Garden Build Parties (for building plots, planting, building outdoor classroom, etc.)
- Springall Academy Annual Open House
- Pumpkin Patch Harvest (San Carlos United Methodist Preschool)

Additionally, Springall Academy will implement the San Carlos Community Garden School Integration Plan (Appendix D) within the 2012-13 School Year.

## Appendix A: Conflict Resolution Plan

### San Carlos Community Garden Conflict Resolution Plan (Year 1)

Party	Role	Responsibility
<p>San Carlos United Methodist Church Contact: Reverend Brent Ross</p> <p>6554 Cowles Mountain Boulevard San Diego CA 92119-2652 619-464-4331</p>	<p>Fiscal Agent &amp; Committee Moderator</p>	<ol style="list-style-type: none"> <li>1. Act as fiscal agent to receive contributions to benefit the San Carlos Community Garden. 100% of all funds shall be allocated to the San Carlos Community Garden project as requested by the donor and agreed upon by Springall Academy and the San Carlos Community Garden Citizen Committee (Fundraising Chair).</li> <li>2. Operate as the “administrative office” for the San Carlos Community Garden by offering the SCUMC office phone number as a direct way to receive more information, or to report any urgent issues.</li> <li>3. Serve as agency for all community garden liability purposes.</li> <li>4. Any concerns regarding issues with the community garden should be reported to San Carlos Community Garden Coordinator (TBD).</li> </ol>
<p>Springall Academy Contact: Heather Dierolf, Executive Director</p> <p>6460 Boulder Lake Avenue San Diego CA 92119 619-460-5090</p>	<p>Beneficiary/ Facilities</p>	<ol style="list-style-type: none"> <li>1. Act as facilities agent, responsible for community garden security, maintaining water access, and access to garden during community garden hours.</li> <li>2. Act as primary contact for all Springall Academy district, staff, students (and their families) who wish to report any concerns regarding the community garden.</li> <li>3. All concerns regarding issues with the community garden and welfare for Springall staff and students should be reported to Brent Ross at SCUMC and San Carlos Community Garden Coordinator (TBD).</li> </ol>

Party	Role	Responsibility
<p>San Carlos Community Garden Citizen Committee</p> <p>Fundraising Chair: Michael Lytton  <a href="mailto:mlytton@mlc-schoolfacilities.com">mlytton@mlc-schoolfacilities.com</a></p> <p>Communications Chair: Bev Lytton  <a href="mailto:blytton@cox.net">blytton@cox.net</a></p>	<p>Community Garden Fundraiser, Organizer, Executer</p>	<ol style="list-style-type: none"> <li>1. Operate as the “community garden organizer” responsible for providing necessary leadership to develop, execute and maintain the community garden through ongoing fundraising, communications, volunteering, and leadership.</li> <li>2. Meet with SCUMC and Springall Academy monthly to report progress, incidents, and needs.</li> <li>3. All concerns regarding issues with the community garden and welfare for Springall staff and students should be reported to Brent Ross at SCUMC and San Carlos Community Garden Coordinator (TBD).</li> </ol>
<p>Community Garden Volunteers</p> <p><a href="http://www.sancarloscommunitygarden.com">www.sancarloscommunitygarden.com</a>  <a href="mailto:Info@sancarloscommunitygarden.com">Info@sancarloscommunitygarden.com</a></p>	<p>Volunteer Gardener</p>	<ol style="list-style-type: none"> <li>1. Register on garden website to become a San Carlos Community Garden member/volunteer.</li> <li>2. During Springall Academy school hours, Garden Volunteers must check-in with the Springall Academy office and: <ul style="list-style-type: none"> <li>• Be able to present some form of current government-issued photo identification</li> <li>• (driver’s license, passport, military ID, US or other government identification)</li> <li>• Sign in on the “Volunteer Sign-in Sheet” in the main office</li> <li>• Upon approval, be required to display a volunteer/visitor identification badge which they will surrender following the event or activity.</li> </ul> </li> <li>2. Report any maintenance or crime concerns to San Carlos United Methodist Church (619-464-4331), or call the San Diego police at (858) 495-7900.</li> </ol>

**Appendix B: Letter of Request (attached)**

**Appendix C: Garden Grant Opportunities (attached)**

**Appendix D: School Integration Plan (attached)**



- NATIVE PLANT/HUMMINGBIRD/WILDLIFE GARDEN AREA
- BENCH IN SHADE OF NATIVE OAK OR SYCAMORE
- DRY POND PLANTED TO HAVE APPEARANCE OF WETLAND/RIPARIAN AREA
- STEPPING STONE PATH MADE WITH RECYCLED CONCRETE ("URBANITE") OR SALVAGED FLAGSTONE
- SCHOOL VEGETABLE GARDEN 10' X 4' RAISED BEDS
- PUMPKIN PATCH
- WEST END COMPOST BINS
- SCREENING PLANTING AND FENCE AROUND PORTAPOTTY
- PORTAPOTTY
- EXISTING GATES FOR OCCASIONAL VEHICULAR ACCESS
- WIND PUMP COMBINED WITH RENEWABLE ENERGY EXHIBIT/INTERPRETIVE SIGNAGE. PROVIDES HIGHLY VISIBLE FARM ICON TO HELP DEVELOP SENSE OF PLACE
- COMMUNITY PLOTS VARIOUS SIZES, TO BE DETERMINED DEPENDING ON DEMAND
- CLUMPING BAMBOO TO USE FOR CUTTING PEA/BEAN SUPPORT POLES

- SCHOOL ACCESS GATE - LOCKED WHEN SCHOOL CAMPUS IS CLOSED
- ESPALIERED FRUIT TREES ON SUPPORT FENCES
- ENTRY PLAZA, WITH PAVING ENHANCED WITH MOSAIC USING RECYCLED MATERIALS
- COMMUNITY ACCESS GATE
- RAISED BEDS (18" HIGH) SUPPORTED USING RAINBOW OF PAINTED TIRES
- GARDEN ENTRY THROUGH VINE COVERED GATE ARBOR
- BRIDGE ACROSS DRY STREAM BED (LEVEL SURFACE, FULLY ACCESSIBLE)
- 30" HIGH SPLIT RAIL RANCH FENCES WITH FRUITING VINES SUCH AS PASSION FRUIT, GRAPES, MARIONBERRY.
- AREA BEHIND AMPHITHEATRE MOUNDED UP TO 4' HEIGHT
- OUTDOOR CLASSROOM: AMPHITHEATRE CONSTRUCTED USING RECYCLED CONCRETE PAVING ("URBANITE")
- ARC OF TREES SHADE THE AMPHITHEATRE
- THREE (OR FOUR) SISTERS GARDEN OR SIMILAR PLANTED EXHIBIT
- SECRET HERB GARDEN, WITH LABYRINTH PAVING MADE WITH RECYCLED STONE AND CONCRETE WITH CREEPING THYME GROUND COVER.
- AT CENTER OF GARDEN IS A SOLAR POWERED FOUNTAIN.
- THE ENTIRE GARDEN IS SURROUNDED BY A HEDGE OF BAY LAUREL, AND ENTERED THROUGH VINE COVERED ARBORS

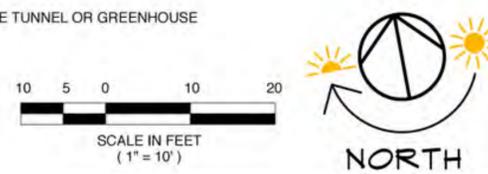


10' WIDE ACCESS ROUTE

3'

4'

FRUIT TREES (TYPICAL SYMBOL)



**DRAFT**

**MASTER PLAN FOR SAN CARLOS COMMUNITY GARDEN**