

**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
ON BEHALF OF ITS  
**UC Cooperative Extension Humboldt County**  
Expanded Food Nutrition Education Program  
AND  
Eureka City Schools

This Memorandum of Understanding (“MOU”) is entered into by and between Eureka City Schools (“Cooperator”) and The Regents of the University of California, on behalf of its UC Agricultural and Natural Resources and its UC Cooperative Extension Humboldt / Del Norte Counties (collectively, “University”).

**I. PURPOSE**

The purpose of this MOU is to conduct educational classes for Cooperator (“Project”), as further described in Exhibit A, Project Description, which is hereby attached and incorporated by reference.

University is hereby authorized to use facilities of the Cooperator at the following locations:

Alice Birney Elementary  
Eureka High School  
Grant Elementary  
Lafayette Elementary  
Washington Elementary  
Winship Middle School  
Zane Middle School  
Zoe Barnum High School

**II. TERM**

This MOU is to be in effect from the date of last signature below until July 22, 2025.

**III. NOTICES**

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

For Cooperator:

Gary Storts, Superintendent  
Eureka City Schools  
2100 J ST  
Eureka CA 95501

Email: [stortsg@eurekacityschools.org](mailto:stortsg@eurekacityschools.org)

For University:

Yana Valachovic, UCCE County Director  
UC Cooperative Extension Humboldt / Del Norte County  
5630 South Broadway  
Eureka, California 95501

Email: [yvala@ucanr.edu](mailto:yvala@ucanr.edu)

#### IV. INSURANCE

Both parties agree to provide and maintain, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees for the term of this MOU. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance issuer or program of self-insurance.

#### V. INDEMNIFICATION

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding (MOU) but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

#### VI. EXECUTION

This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.

This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the latest date of execution set forth below.

COOPERATOR

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Gary Storts, Superintendent  
Eureka City Schools

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Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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Robin Sanchez, Director  
Policies, Compliance and Programmatic Agreements  
University of California Agriculture and Natural Resources

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Date

## **EXHIBIT A: PROJECT DESCRIPTION**

EFNEP helps youth acquire knowledge, skill, the right attitude, and behavior to create nutritionally sound diets.

Students learn to:

- Develop healthy eating habits
- Choose healthy snacks
- Increase physical activity
- Practice safe food handling

### **Target Audience**

The youth program aims to enroll youth who come from limited resource families in rural and urban areas.

### **Eligibility**

Youth must be between ages 5-18 and qualify for at least one of the following:

- Attend a Title 1 school in which 50% or more of the students qualify for free or reduced price lunch or breakfast.
- Receive free or reduced price school breakfast or lunch.
- Come from families receiving food stamps or other federal assistance.

### **Program Delivery**

The youth program is delivered by EFNEP staff or volunteer teachers in schools and community based organizations. Staff and/or volunteers utilize one of several [University approved curricula](#). We provide our curricula at no cost when you partner with us and teach 5-8 one-hour lessons!

## **EXHIBIT B: FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION LETTER AND TUBERCULOSIS COMPLIANCE**

University of California's Fingerprinting/Criminal Background Investigation and Tuberculosis (Education Code sections 45125.1 and 49406.1) Compliance

To whom it may concern:

University certifies that University has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all University's officers, agents and employees ("Employees") regardless of whether those Employees are paid or unpaid, who may have contact with Cooperator pupils in the course of providing services pursuant to this MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Employees who may come in contact with Cooperator pupils during University's performance of this MOU shall be furnished upon request.

University's responsibility for tuberculosis clearance extends to all of its Employees coming into contact with Cooperator pupils regardless of whether they are designated as employees. University certifies that University has complied with the tuberculosis requirements of Education Code section 49406.1 with respect to all University Employees who may have contact with Cooperator pupils in the course of providing services pursuant to this MOU, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1.

Cooperator will be responsible for collecting page 3 of the "California School Employee Tuberculosis Risk Assessment Questionnaire," titled "Certificate of Completion, Tuberculosis Risk Assessment and/or Examination," as provided by the California Department of Public Health and the California Tuberculosis Controllers Association, from University Employees. Cooperator will be responsible for subsequent certificates of completion as required by California State law.

California School Employee Tuberculosis Risk Assessment Questionnaire can be located at the California Department of Public Health's website, Tuberculosis Control Branch:  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TBCB.aspx>.