MEMORANDUM OF UNDERSTANDING (MOU)

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND SEQUOIA FOUNDATION

Air Quality and Air Monitoring Education for SLUSD High School Students

November 2017

I. PURPOSE:

The intent of this MOU between San Leandro Unified School District (SLUSD) and the Sequoia Foundation (SF) is to describe the roles of SLUSD and SF in the completion of deliverables for a grant from the Bay Area Air Quality Management District (BAAQMD). The grant funds the development and implementation of two high school lessons related to air monitoring, impacts of air pollution on health, and effects of climate change.

II. BACKGROUND:

SF received a grant from BAAQMD that supports partnership with Magnitude.io, and SLUSD (Contract # 2017-090). The grant funds the development and implementation of high school science lessons that enhances learning by creating hands-on experiences that support and build on California's Next Generation Science Standards (NGSS).[1] Students will collect and analyze local air quality data, compare with publicly-available Air District data, assess human environmental impacts, and learn about sources of pollution and associated health effects. The curriculum will follow a project-based learning (PBL)[2] approach by utilizing stationary CanSats, devices that use consumer-grade sensors to measure atmospheric temperature, humidity, and barometric pressure, as well as gasses and particulates.

III. DEFINITION OF SCOPE:

SLUSD agrees to participate in the planning of two lessons that will follow a project-based learning (PBL)[3] approach with embedded California's Next Generation Science Standards (NGSS) that will integrate air monitoring sampling initiated by Magnitude.io, an education technology company works with schools across the country and has partners with SLUSD in the past on implementing other science curricula. SLUSD will receive for completion of their grant deliverables described below.

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[1] K–12 science content standards developed by states to improve science education for all students by creating a set of research-based, up-to-date science standards. They "give local educators the flexibility to design classroom learning experiences that stimulate students' interests in science and prepares them for college, careers, and citizenship." (http://www.nextgenscience.org/)

[2] "A teaching method in which students gain knowledge and skills by working for an extended period of time to investigate and respond to an authentic, engaging and complex question, problem, or challenge." (Buck Institute for Education, http://www.bie.org/about/what_pbl)

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IV. SUBSTANCE OF AGREEMENT:

SF will:

- Convene partners for kick-off and subsequent planning meetings
- Engage community members to provide input on air quality and health concerns, and inform curriculum content
- Administer grant—receive funding from BAAQMD and allocate to partners as indicated, provide compensation for community participants as needed, and produce timely reports for BAAQMD

SLUSD will:

- Meet with SF and Magnitude.io to kick off the project and plan activities for the school year
- Identify teacher volunteers and classes that will participate in two air quality and monitoring lessons
- Work with Magnitude.io to develop two lessons that can be integrated into the science curriculum, including evaluation measures
- Implement lessons with support from Magnitude.io and SF
- Help identify and implement strategies to engage community members in lesson development.

V. FUNDING

Funding will be provided to SLUSD in the amount of $7,000. Invoices should be provided monthly or quarterly as deliverables are achieved.

VI. LIABILITY:

Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while conducting activities under and pursuant to this Agreement.

SF and Magnitude.io's staff, employees, agents and officials shall at all times comply with SLUSD rules, policies and procedures, as they exist and as they may be amended. All SF and Magnitude.io staff, employees, agents and officials who enter SLUSD facilities or work directly with youth under SLUSD's control shall be subject to a background and criminal records screening. SLUSD, in its sole discretion and without cause, shall have the right to deny access to

any SLUSD facility or participation in any SLUSD program to any SF and Magnitude.io's staff, employees, agents or officials.

VII. Publications

Subject to the provisions of the Memorandum of Agreement, each party shall have the right to publish and disseminate information derived from the performance of work under this agreement. Each party shall have the right of prior review and comment on manuscripts developed for publication by the other party. Qualification for authorship shall be in keeping with generally accepted criteria. The order of authorship shall be a joint decision of the co-authors in any co-authored publication. Each author shall have participated sufficiently in the work to take public responsibility for the content.

SLUSD shall provide the SF Project Manager with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.

Publications shall carry appropriate acknowledgement of funding support by a statement such as the following: "This publication (journal article, etc.) was supported by an agreement from Sequoia Foundation with funds provided under Contract 2017.090 from Bay Area Air Quality Management District. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Sequoia Foundation or Bay Area Air Quality Management District."

VIII. Indemnification

SLUSD shall indemnify, defend, and hold harmless SF, its officers, employees, and agents from any and all loss, cost, damage, or expense (including reasonable attorneys' fees) arising out of or in connection with the performance, or failure to perform by SLUSD of this agreement. SF agrees to give SLUSD immediate notice of any claim, action, or suit brought against SF which is in any way connected with such activities under this subcontract and applicable within this indemnification. Subcontractor shall have the right to assume, at its own expense, the defense of any claim subject to this indemnification, including the right to select legal defense counsel and the right to settle any such claims or suits at its discretion, provided that SLUSD shall not settle or compromise any claim or suit in a manner which admits wrongdoing by SF or imposes any expense, restriction, liability or obligation upon SF, without its prior written consent.

Furthermore, SF shall indemnify, defend, and hold harmless SLUSD, its officers, employees and agents from any and all loss, cost, damage or expense (including reasonable attorneys' fees) arising out of or in connection with the performance, or failure to perform by SF, of this subcontract. SLUSD agrees to give SF immediate notice of any claim, action, or suit brought against SLUSD which is in any way connected with activities under this agreement and applicable within this indemnification.

IX. **PERIOD OF AGREEMENT:**

This Memorandum of Agreement will remain in effect until June 30, 2018

X. **CHANGES TO THIS AGREEMENT:**

Any changes to this Memorandum of Agreement must be made in writing and must be agreed to by the signatories or their designees before becoming effective.

XI. APPROVALS:

San Leandro Unified School District

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

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Jeff Sanchez Date
Director, Grants and Contracts
Sequoia Foundation