MEMORANDUM OF AGREEMENT MOA)

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND SEQUOIA FOUNDATION

Air Quality and Air Monitoring Education for SLUSD High School Students for 2018-2019 School Year

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 # 2018-195). 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. SF, SLUSD and Magnitude.io partnered during the 2017-18 school year to develop and implement air quality lessons and a successful community education event. This project will build on the work done last school year.

III. DEFINITION OF SCOPE:

SLUSD agrees to participate in the planning of two lessons 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 $1,500 to support completion of grant deliverables described below.

IV. SUBSTANCE OF AGREEMENT:

SF will:

- Convene partners for kick-off and subsequent planning meetings

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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)

- Engage community members to provide input on air quality and health concerns, and inform curriculum content, and help plan opportunities for students to share their experiment findings
- Provide guidance and support for evaluation activities
- Administer grant—receive funding from BAAQMD and allocate to partners as indicated, provide stipends 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 teachers 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 in up to 20 classes 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 $1,500. 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.

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 2018.195 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 September 20, 2019

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: Joanne Clark

SIGNATURE: 

TITLE: Director of Prevention and Intervention

DATE: 12/3/2018

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Jeff Sanchez
Director, Grants and Contracts
Sequoia Foundation

Date

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND Sequoia Foundation

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: Sequoia Foundation

John S. Petterson, PhD

[Authorized Representative]

Title: Director

Date: December 3, 2018

For the SLUSD:

[Superintendent or Designee]

Title: Director of Grants & Internal

Date: 12/5/18

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Deanna Rossi	12/19/17	12/19/17
Ted Tagami	2/23/16	2/23/16
Tony So	2/23/16	2/23/16

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: Sequoia Foundation

By: John S. Petterson, PhD
(authorized signatory)

Date: December 3, 2018

Name: 

Title: Director