**MEMORANDUM OF AGREEMENT (MOA)**

**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

**AND SEQUOIA FOUNDATION**

**Air Quality Education for SLUSD High School Students and Community Outreach**
**Implementation of US EPA Environmental Justice Grant**

**January 2020**

## I. PURPOSE:

The intent of this MOA 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 U.S. Environmental Protection Agency (US EPA). The grant provides students in middle and high school and opportunity to learn about environmental justice through lessons about air quality and toxic substances found in homes and waterways. It provides students an opportunity to contribute to community-wide primary and secondary prevention strategies.

## II. BACKGROUND:

SF received a grant from US EPA that supports a partnership with SLUSD (Contract # 99T98701) and builds on previous air quality initiatives funded by BAAQMD. The grant funds development and implementation of three middle and high school lessons that enhance learning about environmental justice through project-based learning. A community advisory board (CAB) will be established with experts, leaders in public health, air quality, sustainability, water quality, parents and students. The CAB will support teachers and help identify opportunities for students to engage the community in addressing environmental justice issues. The grant will help support an environmental justice summit, allowing students to showcase their work and engage other students and the broader community.

## III. DEFINITION OF SCOPE:

SLUSD agrees to participate in the planning of three environmental justice lessons that will integrate community engagement activities. SLUSD will receive $6,200 to support completion of grant deliverables described below. Other in kind-support will be leveraged to support this project.

**SUBSTANCE OF AGREEMENT:**

SF will:

- Recruit community advisory board members and convene meetings

- Engage CAB to provide expertise on food security, air quality, water quality and toxic substances that will help inform curriculum content, and help identify opportunities for students to share what they have learned within the community
- Co-organize Environmental Justice Summit
- Provide guidance and support for evaluation activities
- Administer grant—receive funding from EPA and allocate as indicated, and produce timely reports for EPA

SLUSD will:

- Meet with SF to kick off the project and plan activities for the school year
- Participate in community advisory board meetings
- Identify teachers and classes that will participate in lessons around food security/air quality, water quality, and toxic substances
- Develop three project-based learning lessons on food security/air quality, water quality, and toxic substances
- Guide students in developing community engagement and environmental justice outreach activities which may include field trips
- Participate in grant evaluation activities
- Co-organize Environmental Justice Summit

## IV. FUNDING

Funding will be provided to SLUSD in the amount of $6,200. Invoices should be provided quarterly as deliverables are achieved.

## V. 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.

## VI. 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 # 99T98701 from US EPA. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Sequoia Foundation or US EPA."

## VII. 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.

## VIII. Subaward Reporting Requirement

The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

## IX. PERIOD OF AGREEMENT:

This Memorandum of Agreement will remain in effect until September 30, 2020.

## 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: _____

_____ _____

Jeff Sanchez Date
Director, Grants and Contracts
Sequoia Foundation