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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Andrea Bustamante, Executive Director, Community Schools and Student Services Dept.
Ali Metzler, Coordinator, Community School Leadership

Board Meeting Date November 14, 2018

Subject Memorandum of Understanding
Contractor: Alameda County Resource Conservation District
Services For: Community Partnerships, Community Schools and Student Services Dept.

Action Requested and Recommendation Approval by the Board of Education of Professional Services Contract between the District and Alameda County Resource Conservation District, Livermore, CA, for the latter to provide the Sunol AgPark In-School Program and field trips. In-School Programs open discussions on the local watershed, sustainable, organic farming and how to prepare for the Sunol AgPark field trip; Field Trips explore watershed stewardship, how and where local farms produce healthy food using clean water and healthy soil, sustainability and cultural aspects of diverse of crops, and natural habitat in and around the farm; gardening and science education and activities will be held at Bridges Academy and Roots International Academy for the period of July 1, 2017 through June 30, 2020, at no cost to the District.

Background
(Why do we need these services? Why have you selected this vendor?)

Participation in these activities will help students feel more comfortable and confident outside; appreciate that farming is dynamic and dependent upon ecological services, natural and cultural resources; be inspired to increase positive impact, i.e. plant or work in a home/school/community garden or eat more healthy foods; and to change behavior in order to reduce their own impact on water and watersheds.

Competitively Bid Was this contract competitively bid? No
If no, exception: No fee for services; In-kind partnership.

Fiscal Impact Funding resource(s): No Fiscal Impact

Attachments

- Memorandum of Understanding
- Scope of Work
- Certificate of Insurance
- Statement of Qualifications

**MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION OR
INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT**

I. Parties

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and the Alameda County Resource Conservation District (CONTRACTOR).

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

II. Program Name(s)

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this MOU are the following:

Sunol AgPark In-School Program

Sunol AgPark Field Trips

III. CONTRACTOR Responsibilities/Scope of Services

A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) generally provides.

In-School Programs open discussions on the local watershed, sustainable,

organic farming and how to prepare for the Sunol AgPark field trip.

Field Trips explore: watershed stewardship; how and where local farms

produce healthy food using clean water and healthy soil; sustainability

and cultural aspects of diverse of crops; and natural habitat in and around

the farm.

2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

Current outdoor educators have provided farm education for a minimum of two years. All educators have bachelors degrees and some advanced degrees. All have taught or provided interpretation at other nature-related or farm-related agencies or businesses. All have received training on Next Generations Science Standards content. Curriculum presented is based on "Farming in the Watershed" developed and tested in 2010 by SAGE with advice from East Bay Regional Parks Division.

3. Please check all of the expectations or goals below that are in agreement with your program's services. (See bolded selection)

- Ensure a high quality instructional core
- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Create accountability for quality
- Help create full service community schools in OUSD
- Increase, raise graduation rates
- Other: _____

B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR's services under this MOU there shall be no discrimination against any employee engaged in the work because of

race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, age, or other legally protected class. Therefore, the CONTRACTOR agrees to comply with all applicable Federal and California laws.

3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.

- C. **Tuberculosis Screening:** CONTRACTOR is required to screen employees and agents who will be present at OUSD sites during the current school year. CONTRACTOR affirms that each person has current proof of negative TB testing on file and TB results are monitored. Please see **Section IV** for the relevant documentation that is required.
- D. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the 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. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU. Please see **Section IV** for the relevant documentation that is required.

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

E. Insurance

1. General Liability: ***EITHER*** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD ***OR*** (b) CONTRACTOR is not required to maintain general liability insurance under this agreement if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
2. Workers' Compensation: If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and federal laws, when applicable. The CONTRACTORS' Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Please see **Section IV** for the relevant documentation that is required.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- F. Communication**—Communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, provide reasonable data and information to students participating in the CONTRACTOR's program.

- G. **Confidentiality**—CONTRACTOR shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD. CONTRACTOR will comply with FERPA, and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the CONTRACTOR's program as a participant could be made.
- H. **Register With/Update Community Partner Platform**—Contractor shall register in OUSD's Community Partner Platform database and perform annual updates *by August 31 of each year*, to maintain full and complete up-to-date information.

IV. Required Documents

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents:

A. TB and Fingerprinting Clearance:

Contractor (Individual):

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing negative TB status of individual within the last four years.

Contractor (Agency):

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

B. Insurance:

Contractor (Individual/Agency):

- Please attach documentation of either proof of insurance, or a waiver signed by the Risk Management Officer. The additional insured address must read: Oakland Unified School District, Attention: Risk Management, 1000 Broadway Suite 440, Oakland, CA 94607. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

V. Responsibilities of Oakland Unified School District

- A. **Space**—Provide a suitable classroom or space at the participating School(s), to be agreed upon by School(s) and the CONTRACTOR.
- B. **Janitorial Service**—Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- C. **Data**—Ensure that CONTRACTOR has reasonable access to student assessment and evaluation data necessary to inform instruction and periodically review student progress and to provide the study.
 - 1. For the purpose of cohort determination, for instructional purposes, or for academic research purposes, at the sole discretion of OUSD, provide CONTRACTOR access to student assessment data for all students at School(s) including, but not limited to, state test scores and site-based assessments. Students identified may be protected by the use of ID numbers.
 - 2. Provide CONTRACTOR with any other student information reasonably necessary to provide its services consistent with the CONTRACTOR's program and to evaluate the impact of its program on students at School(s).

VI. Duration

This MOU is for the 7/01/2017 -- 6/30/2020 period.
[Insert mm/dd/year] [Insert mm/dd/year]

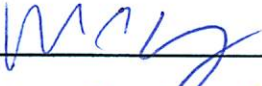
VII. Termination


Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VIII. Defense/Indemnity/Hold Harmless

Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By:  Dated: 10/3/17 (MM/DD/YYYY)
MARTIN C. YOUNG, PARTNERSHIPS (Print Name & Title)
COMMUNITY SCHOOLS (Sponsoring OUSD Department)

By:  Dated: 8/21/17 (MM/DD/YYYY)
Katherine Boxer, Executive Officer (Print Name & Title)
Alameda County RCD (CONTRACTOR—Org. Name)

Approved as to form and procedure

By:  Dated: 10.11.2018 (MM/DD/YYYY)

Attorney, Office of the General Counsel
Oakland Unified School District

 11/15/18

Aimee Eng
President, Board of Education

 11/15/18

Kyla R. Johnson-Trammell
Secretary, Board of Education

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>



ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT

3585 GREENVILLE ROAD, SUITE 2
LIVERMORE, CA 94550

PHONE: 925-371-0154
FAX: 925-960-1550

PARTNERSHIP AGREEMENT
MEMORANDUM OF UNDERSTANDING
WITH
OAKLAND UNIFIED SCHOOL DISTRICT and
ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT (ACRC D)

Scope of Work
Summary of Services and Expected Outcomes

Alameda County Resource Conservation District will provide:

On-Farm Education at Sunol AgPark (4th-6th grade): Education programs at the AgPark focus on four of the most successful *Farming in the Watershed* lessons. Students also participate in a 'farm chore,' in which small groups of students work with a Sunol AgPark farmer and help with a specific farm task, including harvesting crops, gleaning fields, planting, weeding and digging rows. Participation in these activities will help students achieve the following:

Emotional:

1. Feel more comfortable and confident outside

Cognitive:

1. Appreciate that farming is dynamic and dependent upon ecological services, natural and cultural resources
2. Appreciate that farming is a labor-intensive activity
3. Value the connection between protected farm land with organic practices and open space as important to the health of humans, wildlife and water.

Behavioral:

1. Be inspired to increase positive impact, i.e. plant or work in a home/school/community garden or eat more healthy foods,
2. To change behavior in order to reduce their own impact on water and watersheds
3. Increase observation skills.

In-School Education Program (4th-6th grade): Schools that have field trips to the AgPark are encouraged to sign up for an In-school program to prepare students for the AgPark field trip program and watershed experience. Participation in these activities will help students achieve the following:

Emotional:

1. Feel more comfortable in a natural area and on a farm

Cognitive:

1. Understand geography of watersheds
2. See relationships between soils and water, and stewardship of the watershed

Behavioral:

1. Bring appropriate clothing, sunscreen, water bottles, hats and backpacks on the field trip

2. Understand a “zero waste” lunch, contribute through compostable lunch remains and pack out landfill waste

ACRCD will provide bus transportation to and from the Sunol AgPark with OUSD approved bus companies at no cost to the District. ACRCD will ask individual schools to apply to Science By Nature transportation grants allocated to schools with 70% participation in school lunch programs. Funds generated by the grants will assist in payment for transportation and go to ACRCD.

CERTIFICATE OF COVERAGE					Date: 08/07/2018	
PRODUCER Glatfelter Public Practice A Division of Glatfelter's P.O. Box 7277 Stockton, CA 95267 Glatfelter's Public Practice		THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE NOTED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING AUTHORITY PROVIDING COVERAGE, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS OR EXTEND COVERAGE TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S). IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM OF COVERAGE, AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S). AUTHORITY PROVIDING COVERAGE: A: California Rural Water Risk Management Authority				
AUTHORITY MEMBER Alameda County Resource Conservation District 3585 Greenville Road Livermore, CA 94550						
COVERAGES						
THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED AUTHORITY MEMBER AS PROVIDED BY THE MEMORANDUM OF COVERAGE FOR THE PERIOD SHOWN BELOW. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AUTHORITY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MEMORANDUM OF COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
PRG LTR	TYPE OF COVERAGE	MEMORANDUM OF COVERAGE NUMBER	COVERAGE EFFECTIVE DATE (M/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY (OCCURRENCE) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER LOCATION	CRWA-JP-7050320	004/01/2018	04/01/2019	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 10,000,000
					PRODUCTS-COMP/OP AGG	\$ 10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$
A	EXCESS	CRWA-JP-7050320	04/01/2018	04/01/2019	EACH OCCURRENCE AGGREGATE	\$1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Proof of Insurance for contractual purposes. REF. FROM MGGL101 (04-16); SECTION ii "WHO IS A COVERED PARTY", 2.i. BLANKET ADDITIONAL PARTIES.						
CERTIFICATE HOLDER <input type="checkbox"/> ADDITIONAL COVERED PARTY ENDORSEMENT Oakland Unified School District Attention Risk Management 1000 Broadway Suite 440 Oakland, CA 94607			TERMINATION SHOULD THE ABOVE DESCRIBED MEMORANDUM OF COVERAGE TERMINATE BEFORE THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM OF COVERAGE PROVISIONS.			

Megan Ropchack

MGCO01 (04-16)

Authorized Representative

CERTIFICATE OF COVERAGE

Date: 03/21/2017

PRODUCER

Glatfelter Public Practice
 A Division of Glatfelter's
 P.O. Box 7277
 Stockton, CA 95267
 Glatfelter's Public Practice

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE NOTED BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING AUTHORITY PROVIDING COVERAGE, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS OR EXTEND COVERAGE TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM OF COVERAGE, AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

AUTHORITY MEMBER

Alameda County Resource Conservation District
 3585 Greenville Road
 Suite 2
 Livermore, CA 94550

AUTHORITY PROVIDING COVERAGE:

A: California Rural Water Risk Management Authority

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED AUTHORITY MEMBER AS PROVIDED BY THE MEMORANDUM OF COVERAGE FOR THE PERIOD SHOWN BELOW. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AUTHORITY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MEMORANDUM OF COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PRG LTR	TYPE OF COVERAGE	MEMORANDUM OF COVERAGE NUMBER	COVERAGE EFFECTIVE DATE (M/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY (OCCURRENCE) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER LOCATION HIRED & NON-OWNED AUTO INCLUDED	CRWA-JP-7050320	04/01/2017	04/01/2018	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 10,000,000
					PRODUCTS-COMP/OP AGG	\$ 10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTO				COMBINED SINGLE LIMIT (Ea accident) \$	
A	EXCESS	CRWA-JP-7050320	04/01/2017	04/01/2018	EACH OCCURRENCE AGGREGATE	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate of Coverage for contractual purposes.
 REF. FORM MGGL101 (04-16); SECTION II "WHO IS A COVERED PARTY", 2.i. BLANKET ADDITIONAL INSURED

CERTIFICATE HOLDER

ADDITIONAL COVERED PARTY ENDORSEMENT

OAKLAND UNIFIED SCHOOL DISTRICT
 ATTENTION RISK MANAGEMENT
 1000 BROADWAY SUITE 440
 OAKLAND, CA 94607

TERMINATION

SHOULD THE ABOVE DESCRIBED MEMORANDUM OF COVERAGE TERMINATE BEFORE THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM OF COVERAGE PROVISIONS.

MEMBER'S CERTIFICATE OF COVERAGE

Issue Date
7/1/2017

Provider Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org



Member Alameda County Resource Conservation District
3585 Greenville Road, Suite 2
Livermore California, 94550

Member Number: 7065

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
Workers' Compensation Employers Liability Workers' Compensation	WCP-SDRMA-201718	7/1/2017	7/1/2018	Per Occurrence \$ 5,000,000 Statutory

Gregory S. Hall

Gregory S. Hall - Chief Executive Officer

Description: All listed coverage is in effect only for the time period specified.

7 Megan Hancock

Authorized Representative

ADDITIONAL COVERED PARTY DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):
Oakland Unified School District 1000 Broadway, Suite 440 Oakland, CA 94607

[If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

A. Section II – Who Is A Covered Party is amended to include as an additional covered party the person(s) or organization(s) shown in the Schedule, but only with respect to liability for damages caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing or completed operations; or
2. In connection with premises owned by or rented to you.

However:

1. The coverage afforded to such covered party only applies to the extent permitted by law; and
2. If coverage provided to the additional covered party is required by a contract or agreement, the coverage afforded to such additional covered party will not be broader than that which you are required by the contract or agreement to provide for such additional covered party.

B. With respect to the coverage afforded to these additional covered parties, the following is added to Section III – Limits Of Coverage:

If coverage provided to the additional covered party is required by a contract or agreement, the most we will pay on behalf of the additional covered party is the amount of coverage:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Coverage shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT

3585 GREENVILLE ROAD, SUITE 2
LIVERMORE, CA 94550

PHONE: 925-371-0154
FAX: 925-960-1550

PARTNERSHIP AGREEMENT
MEMORANDUM OF UNDERSTANDING
WITH
OAKLAND UNIFIED SCHOOL DISTRICT and
ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT (ACRCD)

Statement of Qualifications

ACRCD organizational description and successes

The Alameda County Resource Conservation District (ACRCD) and the USDA Natural Resources Conservation Service (NRCS) collaborate as the Conservation Partnership to serve as the lead conservation agency in Alameda County. ACRCD provides technical and educational services for natural resource conservation and agriculture enhancement. The Partnership collaborates with many partners including private landowners, local, state and federal agencies and other organizations to develop and implement various conservation and agricultural strategies.

ACRCD has provided a number of successful youth education programs throughout Alameda County. These include:

- Watershed Education Project with Palomares school in Castro Valley involving a watershed expo, curriculum development, teacher training and a junior rangers program.
- Range camp, designed to introduce young men and woman age 15-18, to the extent, importance and value of California's rangeland resources through interaction with recognized professionals in both classroom and field sessions.
- Hands-On-Conservation, a county-wide educational program that provides opportunities for youth to learn about natural resources conservation through active participation in stewardship and agriculture enhancement activities on public and private property.

In 2017, ACRCD assumed management of the Sunol AgPark farm education programs formerly overseen by the non-profit organization SAGE (Sustainable Agricultural Education). Over the course of the last six years, SAGE has served more than 10,000 children, offering field trip experiences for students living in urban areas to the Sunol AgPark. Using the curriculum developed by SAGE and hiring many of SAGE's qualified outdoor educators, ACRCD successfully opened the program to eight local elementary schools in Spring 2017.



ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT

3585 GREENVILLE ROAD, SUITE 2
LIVERMORE, CA 94550

PHONE: 925-371-0154
FAX: 925-960-1550

September 7, 2017

Mr. Martin Young
Oakland Unified School District
1000 Broadway, Suite 440
Oakland, CA 94607

Dear Mr. Young,

This letter confirms that the Alameda County Resource Conservation District (ACRC D) complies with Oakland Unified School District (OUSD) background check requirements as stipulated in Education Code section 45125.1, including fingerprinting of all staff or contractors hired to work with minors as part of any Educational Programming offered at the Sunol AgPark with subsequent arrest notification. Marilyn Harvey, ATI # B222HAM496, will serve as the designated representative for the ACRC D. Additionally, the ACRC D requires that all staff or contractors working with minors at the Sunol AgPark or in OUSD schools demonstrate a negative TB test within the last four years, as required by OUSD.

Sincerely,

Katherine Boxer
Executive Officer
Alameda County Resource Conservation District