Board Office Use: Le	gislative File Info.
File ID Number	18-0499
Introduction Date	4/11/18
Enactment Number	18-0600
Enactment Date	4/11/18 er



Memo						
То	Board of Education					
From	Kyla Johnson-Trammell, Superintendent 4/11/18					
Board Meeting Date (To be completed by Procurement)						
Subject	Memorandum of Understanding -The Watershed Project (contractor) - Community Schools and Student Services Department (site/department)					
Action Requested	Approval by the Board of Education of the Memorandum of Understanding between the District and The Watershed Project. Services to be primarily provided to Community Schools and Student Services Department for the period of September 1, 2017 through June 30, 2018.					
<b>Background</b> A one paragraph explanation of why the consultant's services are needed.	The Watershed Project engage students, teachers, and volunteers in creek beds and on the shoreline providing them the tools to create and care for healthy watershed which supports OUSD Science and Environmental initiatives					
<b>Discussion</b> One paragraph summary of the scope of work.	Approval by the Board of Education of a Memorandum of Understanding between District and The Watershed Project, Richmond, CA, for the latter to provide students, teachers, and volunteers watershed science education program by offering in-class lessons and field trips to local parks for Oakland Technical High School, for the period of September 1, 2017 through June 30, 2018, at no cost to the District.					
Recommendation	Approval by the Board of Education of a Memorandum of Understanding between the District and The Watershed Project. Services to be primarily provided to the Community Schools and Student Services Department for the period of September 1, 2017 through June 30, 2018.					
Fiscal Impact	Funding resource name (please spell out): No fiscal impact					
Attachments	<ul> <li>Memorandum of Understanding</li> <li>Scope of Work</li> <li>Statement of Qualifications</li> <li>Clearance Letter</li> <li>Certificate of Insurance</li> </ul>					



## CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 18-0499
Department: 922/Community Schools and Student Services
Vendor Name: The Watershed Project
Contract Term: Start Date: End Date:
Annual Cost: \$_0
Approved by: Andrea Bustamante
Is Vendor a local Oakland business? Yes No 🗸
Why was this Vendor selected?
School-site selected partner for In-Kind agreement.
Summarize the services this Vendor will be providing.
We engage students, teachers and volunteers in creek beds and on the shorelines, giving them the tools to create and care for healthy watersheds. We reach out to support grassroots watershed organizations and nurture young people to aspire to environmental careers defending precious natural resources. We work with students in their classrooms and also take students out on field trips to local parks.
Was this contract competitively bid? Yes No
If No, answer the following:
1) How did you determine the price is competitive?
No cost to OUSD for services.

<ol><li>Please check the competitive bid exception relied upon:</li></ol>						
Educational Materials						
Special Services contracts for financial, economic, accounting, legal or administrative services						
<b>CUPCCAA exception</b> (Uniform Public Construction Cost Accounting Act)						
Professional Service Agreements of less than \$87,800 (increases a sma amount on January 1 of each year)	1					
<b>Construction related Professional Services</b> such as Architects, DSA Ins Environmental Consultants and Construction Managers (require a "fair, conselection process)						
<b>Energy</b> conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)						
<b>Emergency</b> contracts [requires Board resolution declaring an emergency]						
Technology contracts						
electronic data-processing systems, supporting software and/or second (including copiers/printers) over the \$87,800 bid limit, must be conductised, but any one of the three lowest responsible bidders may selected						
contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and ap including E-Rate solicitations, may be procured through an RFP process						
Western States Contracting Alliance Contracts (WSCA)						
California Multiple Award Schedule Contracts (CMAS) [contracts are o used for the purchase of information technology and software]	ften					
Piggyback" Contracts with other governmental entities						
Perishable Food						
Sole Source						
<b>Change Order for Material and Supplies</b> if the cost agreed upon in writing not exceed ten percent of the original contract price	ng does					
Other, please provide specific exception						

### 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 Watershed Project [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties); 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:

Wild Oysters	· · · · · · · · · · · · · · · · · · ·	 
Rains to Roots		 
From Me to the Sea		 
Kids in Creeks		 
		<u>.</u>

#### 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.

We provide watershed science education programs to schools at no cost.

Through our programs, we offer in-class lessons as well as field trips to local parks.

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

We have a qualified and dedicated education staff of science experts and educators that will be providing

1 1

the services.

N/A

3. Please disclose all costs to parents or students (if applicable). If no such costs, leave blank or write "N/A."

- 4. Please check <u>all</u> of the expectations or goals below that are in agreement with your program's services.
- 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 MOU 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

- <u>General Liability</u>: *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 MOU 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.

rev. 08/17

- 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 *prior to entering schools or interacting with students*, 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. <u>TB and Fingerprinting Clearance:</u>

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.

#### Β. Insurance:

### Contractor (Individual/Agency):

17 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**

- **Space**—Provide a suitable classroom or space at the participating School(s), to be A. agreed upon by School(s) and the CONTRACTOR.
- Β. Janitorial Service-Provide necessary services to maintain this space, which may include janitorial services, maintenance, utilities, and technology support.
- C. Data-Subject to state and federal law, 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.
- WACK OUNG MARTIN YOUNG MARTINERSHIPS PARTNERSHIPS PARTNERSHIPS SEE ENCLOSED 2. SEE ENCLOSED 2. SEE ENCLOSED 2. SEMAIL AUTHORIZATION 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.

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).

This MOU is for the 09/01/2017 -- 06/30/2018 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 MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

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#### 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.

#### IX. Jurisdiction

This MOU shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court or the United States District Court for the Northern District of California shall have jurisdiction over any civil action arising out of or relating to this MOU.

#### X. Notices

Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified U.S. mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

#### CONTRACTOR

Contact: Title: Address: Juliana Gonzald Stewfile Director 1327 South 46th Street 2ichmond, CA 94804. Juliana @ thewaterstudproject org

E-mail:

#### DISTRICT

Contact:	Marion McWilliams			
Title:	General Counsel			
Address:	Office of the General Counsel			
• •	1000 Broadway, Suite 680			
`	Oakland, CA 94607			
Phone:	510-879-8535			
Fax:	510-879-4046			

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#### XI. Integration and Modification

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only in writing, signed by both Parties.

#### XII. Assignment

The rights and obligations of the each Party under this MOU shall not be assigned without the express prior written consent of the other Party.

#### XIII. Waiver

No delay or omission by either Party in exercising any right under this MOU shall operate as a waiver of that or any other right provided for in this MOU.

#### XIV. No Rights in Third Parties

This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

#### XV. Counterparts

This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.

#### XVI. Intellectual Property

During the term of this MOU, any works created by or inventions of Contractor, his agents or employees, within the scope of the work contracted herein shall belong to the District together with all associated copyrights and patents. Contractor shall not publish any aspect of the work performed hereunder without prior written consent of the District. IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

MARTIN JOUNICS, PARTNERSHIPS (Print Name & Title) By: \_ COMMUNITY SCHOOLS (Sponsoring OUSD Department) Ganaliz Dated: 10/19/17 (MM/DD/YYYY) Gonzaliz, Executive Director (Print Name & Title) By: liana (CONTRACTOR-Org. Name) The Watershed Project

Approved as to form and procedure

Dated: 3. 22. 18 (MM/DD/YYYY) By

Attorney, Office of the General Counsel Oakland Unified School District

Aima Eng 4/12/18

. PA-h 4/12/18

President, Board of Education

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/ OUSD Community Partner Platform

# Program Information

Program Name	Rains to Roots
Community School Element	Academic & Social Emotional Learning
Service Types	Science education and activities
Program Description	In our Rains to Roots program, students
Last verified	11/01/2017 at 04:02 PM by Nicole Muenc

# Program Details

Service Days	Monday, Tuesday, Wednesday, Thurs
Service Times	During school
Target Grade Levels	9th Grade, 10th Grade, 11th Grade, 1
Target Demographic Groups	All Students
Target Ethnicity/Culture Groups	All Students
Student Population	All Students

## Schools

## Oakland Technical High School



ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE					E		(MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION 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 POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
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							PERSONAL & ADV INJURY \$1,000		
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					© 19	00-2015 AC	UND CORPORATION	. All rig	ins reserved.

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## The Watershed Project - Organization Overview

The Watershed Project is committed to inspiring Bay Area communities to understand, appreciate and protect local watersheds. We are working to restore and preserve the unique ecosystems that make up the San Francisco Bay. We bring a watershed perspective to the urban environment, promoting green design, and supporting natural cycles. Based out of Richmond, CA since 1997, we are committed to building resiliency, community, and awareness in the Bay Area. We engage students, teachers and volunteers in creek beds and on the shorelines, giving them the tools to create and care for healthy watersheds. We reach out to support grassroots watershed organizations and nurture young people to aspire to environmental careers defending precious natural resources. We have six program areas:

- Watershed Education
- Healthy Watersheds
- Wild Shorelines
- Green Careers
- Greening Urban Watersheds
- Capacity Building

The Watershed Project serves up to 1500 students yearly through our watershed education programs and every year we mobilize over 3,000 volunteers to join together with their neighborhoods, families, co-workers to make our Bay Area watersheds cleaner, healthier, and stronger. We give high school students, undergraduates, graduate students and professionals just starting out in their careers hands-on work experience and specialized training in the fields of nonprofit management and operations, environmental education, marketing and communications, program management, and restoration. To protect and restore our Bay ecosystems, we offer citizen science oyster monitoring activities. The Watershed Project is actively involved in the improvements to the Richmond Greenway--this year we have numerous green infrastructure projects, all of which involve and inspire the local community.



## The Watershed Project - Education Programs

We offer watershed education programs for all ages, which focus on connecting local communities to watersheds, nature and stewardship opportunities. Our programs are aligned to the Next Generation Science Standards and take into account current best practices in science and environmental education. We are committed to providing quality STEM experiences for all students.

- Our elementary programs focus on introducing students to watersheds and providing opportunities for them to explore nature in their neighborhood. We believe that spending time outside in local parks is key to establishing a lifelong connection to nature and a desire to protect it.
- Our middle school and high school programs focus on introducing older students to watersheds through data collection, direct service, design challenge and discussion. Through actual hands-on engagement in local parks and on-going projects, we believe that middle and high school students can be inspired to become leaders in watershed stewardship.

Below is a summary of our education programs.

## Wild Oysters

Wild Oysters is a middle school and high school program that uses native Olympia oysters as a teaching tool. Targeting environmental science, marine science and biology students from underserved communities, we provide up to four classroom visits and two field trips to participating classes, all of which are free to schools. Students will get the chance to experience a day in the life of a marine biologist as they put on rubber boots and collect data on an oyster reef in the San Francisco Bay. They will also get to taste oysters in Tomales Bay as they learn about aquaculture. This program is aligned with NGSS Life Sciences standards.

#### Program Goals:

1: Underserved San Francisco Bay Area students will engage in a practiced-based, STEM learning opportunity.

2: Students and teachers will have greater awareness of native oysters and how they are affected by climate change and ocean acidification.

3: Students will participate in outdoor learning opportunities that connect them to local ecosystems and inspire stewardship.

4: Students and teachers will be engaged towards action to reduce climate change impacts on the Bay and ocean environments.

1327 South 46th Street, Bldg. 155, Richmond, CA 94804 ° P 510 665-3430 ° www.thewatershedproject.org



## The Watershed Project - Education Programs

## Rains to Roots

In our *Rains to Roots* high school program, students explore the complicated question: How can you restore natural function to urban watersheds? By the end of the *Rains to Roots* program, students realize the issues that affect their communities from urban runoff and stormwater and have a practical understanding of how these issues can be mitigated through low impact design and green infrastructure. The program consists of up to three 90-100 minute lessons and a service learning trip. This program is aligned with several NGSS in Engineering and Earth Science.

### Program Goals:

1. Engage students in learning about natural watershed function and runoff in urban environments.

2. Engage students in an engineering design challenge focused on rain gardens, rain harvesting systems, and/or bioswales and the benefits they offer to urban environments.

3. Students demonstrate how their designs help restore natural function to urban watersheds.

4. Expose students to service learning opportunities and how they can help their community.

## From Me to the Sea

From Me to the Sea programs are built around a combination of in-class lessons, field trips, service learning, and action projects. From Me to the Sea Classroom & Field Trip, From Me to the Sea Action Project, and From Me to the Sea Coastal Cleanup are elementary school programs, which include hands-on activities and field trips that help students make the connection between them, their watershed and marine debris. From Me to the Sea: Marine Debris Service Learning programs bring middle school and high school students to shoreline locations for an full day of hands-on service learning and data collection centered on marine debris.

### Program Goals:

- 1. Engage students in learning about their connection to their watershed.
- 2. Engage students in learning about how upstream actions can lead to marine debris and how they can take action to reduce and remove marine debris.
- 4. Expose students to service learning opportunities and how they can help their community.



## The Watershed Project - Education Programs

## Kids in Creeks

In our *Kids in Creeks* elementary program, students spend the first lesson learning about riparian habitats and how animals, plants and humans all need creeks. Students visit a local creek and engage in study of macroinvertebrates, water quality testing, scavenger hunts and creek clean-ups.

## Program Goals:

1. Increase student's connection to, and time in, nature

- 2. Engage students in learning about riparian ecosystems
- 3. Engage students in nature explorations in local creeks in order to deepen their understanding of, and connection to, their watershed

Juliana Gonzalez <juliana@thewatershedproject.org>

to me, Phaela, Nikki Dear Martin, Thanks for all your help getting this MOU done.

I give you permission to strike section V.C from the agreement. Use this email as confirmation of my permission.

Best regards, Juliana

Juliana Gonzalez

Executive Director

The Watershed Project <u>1327 South 46th Street, Bldg 155</u> <u>Richmond CA 94804</u> <u>juliana@thewatershedproject.org</u> <u>510-224-4085</u>