**Partner Agreement**

between

**Richmond Public Schools**

and

**Alliance for the Chesapeake Bay**

This Partner Agreement (PA) sets forth the terms and Agreement between Richmond Public Schools (RPS) and Alliance for the Chesapeake Bay.

**Background**

The Alliance has partnered with RPS for many years and has completed other School projects, including:

* Installing a rain garden and some trees at Miles J. Jones school.
* Installing numerous stormwater practices at Patrick Henry Charter.
* Planting street trees, a rain garden and bayscape at Binford Middle School.
* Planting a rain garden at Boushall Middle School.
* Planting a bayscape at Lucille Brown Middle School.
* Planting a small raised bed with additional native plants surrounding at MLK Middle School.

The Alliance did not receive funding from RPS for these projects, but funded these projects through grants the Alliance received from project partners such as the National Fish and Wildlife Foundation and Altria.

The Alliance for the Chesapeake Bay is partnering with the City of Richmond Public School System and Communities in Schools to continue the implementation of the "Chesapeake RiverWise Communities" program with RiverWise Schools. The RiverWise Schools program highlights the benefits of providing hands-on watershed and water quality education through the installation of stormwater management practices such as rain gardens, reducing impervious surface, BayScapes, rain barrels, planting trees, and urban nutrient management on school properties. As these practices are installed on school properties, we intend to engage and educate teachers and students about how they protect local waterways, additional ecosystem services they provide, and how these practices are integral to healthy streams and rivers. Upon completion of the practices, the long-term outdoor classrooms are available for teachers to use on a regular basis to provide real world knowledge of concepts tested in the Standards of Learning (SOL) exams. Specifically at Binford Middle School, funds will allow us to develop a Green School Initiative to inform students and staff about what stormwater and other green practices are possible on campus. Overall, the RiverWise Schools program will bring awareness to the effects of urban stormwater on the Chesapeake Bay, how native plant gardens beautify and protect local streams and how communities can work together to make an impact.

The RiverWise Schools program goal is to increase teacher and student learning about stormwater management practices, local watersheds and how citizens can help protect local streams and rivers. The methodology is to build outdoor classrooms through the hands-on implementation of stormwater best management practices on school properties coupled with watershed education in the classroom. This study will compare student achievement using non-formal and formal assessment. Our work at Binford Middle School intends to follow a cohort of students (sixth grade science students from 2016-2017 school year) through their eighth grade graduation. Therefore, for those students, we will assess their watershed and stormwater knowledge using Measures of Academic Progress (MAP) reports and their science scores from the Standards of Learning (SOL) test.

**Purpose**

The purpose of this Agreement is to outline the partnership between Alliance for the Chesapeake Bay and RPS and to establish roles and responsibilities of each party.

Responsibilities of Alliance for the Chesapeake Bay

1. If ALLIANCE FOR THE CHESAPEAKE BAY is holding its activities on school grounds or in a school building, ALLIANCE FOR THE CHESAPEAKE BAY agrees to the following:
   1. ALLIANCE FOR THE CHESAPEAKE BAY will complete an online RPS facilities reservation by going through the online [schooldude](https://www.communityuse.com/SOA.NET/Controllers/PageController.aspx?productid=MC&pageid=Login) sytem and provide details to the OCP.
   2. ALLIANCE FOR THE CHESAPEAKE BAY will abide by all School Board policies regarding facility use;
   3. ALLIANCE FOR THE CHESAPEAKE BAY understands that RPS activities take precedent and therefore the space promised may not be available on certain days and/or during certain times of the school year.
2. ALLIANCE FOR THE CHESAPEAKE BAY will provide appropriate supervision to ensure that all its participants who are RPS students adhere to the Student Code of Responsible Ethics while participating in the program;

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Responsibilities of RPS

1. RPS agrees to provide ALLIANCE FOR THE CHESAPEAKE BAY the following space on the following days each week for the time period stated at the school building stated so long as the space is not needed for an activity that is being sponsored by the school:
2. RPS agrees it will make every attempt to have the building administrator give ALLIANCE FOR THE CHESAPEAKE BAY at least twenty-four (24) hours’ notice if the space reserved for ALLIANCE FOR THE CHESAPEAKE BAY will not be available for use by ALLIANCE FOR THE CHESAPEAKE BAY on a particular day or for a particular period of time.

**Results**

ALLIANCE FOR THE CHESAPEAKE BAY seeks the following outcomes:

The RiverWise Schools program is nested within our Chesapeake RiverWise Communities program, which has demonstrated community based behavior change by engaging participants in making long-term, sustainable changes in the way they manage their property. These changes benefit wildlife habitat and improve water quality in local streams. We believe by working with students and teachers at school, we can facilitate the learning process for adopting these behaviors earlier in life, creating life-long environmental stewardship from the students.

Specific outcomes include:

1. Install two stormwater best management practices at two schools in Richmond, VA to treat stormwater runoff on the school property and possibly reduce the stormwater utility fee.
2. Provide sutdents with a hands-on educational opportunity through:
   1. Presenting an in-class Meaningful Watershed Educational Experience; and
   2. Hands-on participation in planting and landscaping on the school grounds.
3. Track student knowledge about stormwater issues over time through:
   1. MAPs test results;
   2. SOL test results;
   3. Non-formal assessment including but not limited to - question/answer, video interview, rubric evaluation of projects, discussion and observation of classroom behaviors.
4. Develop and lead Professional Development at least two trainings for teachers using curriculums such as Project WET, Project Learning Tree and Flying WILD.

**Certification**

ALLIANCE FOR THE CHESAPEAKE BAY certifies to RPS by the signing of this document that all volunteers and employees who will have direct contact with students and/or will be present on RPS property when school age children are present have not been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child. Such certification will be attached to this PA. Convictions for misdemeanors are not allowed unless it is a misdemeanor of moral turpitude that a potential employee could appeal to the School Board for consideration of employment per School Board policy 7-2.4. If it is discovered that ALLIANCE FOR THE CHESAPEAKE BAY did not notify RPS of a charge or conviction of one of its volunteers and/or employees participating in the program of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child, RPS may terminate this PA immediately upon written notification to the RPS and ALLIANCE FOR THE CHESAPEAKE BAY. If the program is discontinued due to the failure of ALLIANCE FOR THE CHESAPEAKE BAY to notify RPS of the charge or conviction of one of its employees or volunteers participating in the program of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child, permission of any and all volunteers and/or employees of ALLIANCE FOR THE CHESAPEAKE BAY to have direct contact with students and/or enter upon an RPS campus will be immediately revoked. ALLIANCE FOR THE CHESAPEAKE BAY agrees that, at the request of RPS, an employee or volunteer assigned to the program(s) subject to this Agreement, will be reassigned to a more appropriate placement in RPS or will be removed from RPS completely, if it is discovered that the employee or volunteer is engaged in activities that, while not criminal in nature, makes their placement inappropriate in their current school placement or in RPS in general.

**Confidentiality**

ALLIANCE FOR THE CHESAPEAKE BAY agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Va. Code §22.1-287, for any and all student records and information that it receives from RPS. Additionally, ALLIANCE FOR THE CHESAPEAKE BAY agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student health records and information, including but not limited to the Health Information Portability and Accountability Act (HIPAA) and Va. Code §32.1127.1:03, for any and all student health records and information that it receives from RPS. Under no circumstances will any and all information provided by RPS be released by ALLIANCE FOR THE CHESAPEAKE BAY to any third party without the written permission of the parent or guardian of the student participating in the program and/or the adult student participating in the program.

**Limited Liability of RPS**

RPS shall not be responsible for any and all personal injury and/or property damage that occurs to the employees, volunteers or participants of ALLIANCE FOR THE CHESAPEAKE BAY while on and/or traveling to and/or from RPS property pursuant to this Agreement.

**Value**

The Alliance is providing technical assistance, Meaningful Watershed Educational Experiences, and professional development for teachers and students, as well as, installation of stormwater best management practices on school property. The value of this is about $6,000 per school. The Alliance pays all of the costs for the project and RPS is responsible for:

* Teacher support to build the information and reference resources for the outdoor classroom and to coordinate student participation.
* Student assistance to install the stormwater practices.

The current budget is $8,000 remaining funds awarded by the Chesapeake Bay Restoration Fund to be spent by June 2018. We received this funding during the 2016-2017 school year. The budget also includes $199,972 awarded by the National Fish and Wildlife Foundation in order to fund a Program Coordinator part-time position for this work and to focus on developing a Green School Initiative for Binford Middle School. The following is a breakdown of costs:

* Stormwater practice implementation at Binford: $125,000
* Training materials: $1,000
* Supplies: $1,500
* Educational signage: $2,000
* Plants:$3,000
* Mulch and Soil media: $1,000
* Travel expenses for Groundwork RVA: $1,500

Some projects rely on in-kind services and materials to be completed. This past year, labor and materials were donated by Community Food Collaborative and Richmond ToolBank. Funds were also supplemented by the Altria group and Groundwork RVA for the Binford project.

**Duration**

This PA may be modified in writing by the mutual consent of authorized officials from RPS and ALLIANCE FOR THE CHESAPEAKE BAY. This PA shall become effective upon signature by the authorized officials from both parties and will remain in effect until June 30, 2019. Either party can terminate this Agreement for any reason with 60 days written notice.

**Anti-Discrimination:**

ALLIANCE FOR THE CHESAPEAKE BAY will not discriminate against any student or staff who wants to participate in its activities because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination, except where the disability is such that, even with reasonable accommodations, the disability prevents the student or staff member from meaningfully participating in the activity. However, per the terms of this agreement, if the disability prevents a student or staff member who would like to participate from meaningfully participating in the program, ALLIANCE FOR THE CHESAPEAKE BAY will offer a similar but alternative activity where a person with a disability could more meaningfully participate.

**Mutual Agreement**

This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both ALLIANCE FOR THE CHESAPEAKE BAY and RPS.

**Severability**

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this PA shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

**Captions**

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this PA.

**No Waiver**

Any failure of a party to enforce that party's rights under any provision of this PA shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

**Governing Law**

This PA shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

**Binding Effect**

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. The parties are bound under the terms of this PA only to the extent funds are available to perform its obligations hereunder.

**Contact Information**

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**Signed**

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Dr. Dana Bedden, Superintendent Date

Richmond Public Schools

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Partner Name/Title Date

*Approved as to form by the Counsel of the School Board of the City of Richmond:*

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Harrell & Chambliss, LLP Date