

Partner Agreement
between
Richmond Public Schools
and
Blue Sky Fund

This Partner Agreement (PA) sets forth the terms and Agreement between Richmond Public Schools (RPS) and Blue Sky Fund (BSF).

Background

Blue Sky Fund has partnered with RPS to offer the Explorers Program since 2008. Over the years, BSF has provided field trips for second through fifth graders at fourteen (14) different elementary schools. Most recently, during the 2019-2020 school year, BSF provided field trips for grades third through fifth graders at fourteen elementary schools within RPS. The specific schools BSF serves are identified with the help of the Office of Curriculum and Instruction.

In addition, BSF has partnered with RPS to offer a weekly Outdoor Adventure Club at Franklin Military Academy since 2015. BSF partners with NextUP RVA and the Boys & Girls Club of Metro Richmond to offer additional Outdoor Adventure Clubs to RPS middle school students at other schools.

Purpose

The purpose of this Agreement is to outline the partnership between BSF and RPS and to establish roles and responsibilities of each party.

Responsibilities of Blue Sky Fund

- 1) If BSF is holding its activities on school grounds or in a school building after hours, BSF agrees to the following:
 - a. BSF will complete an online RPS facilities reservation by going through the online schooldude system and provide details to the Office of Engagement.
 - b. BSF will abide by all School Board policies regarding facility use;
 - c. BSF 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) BSF 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;

Explorers Program

- 1) Provide hands-on, experiential science lessons during outdoor field trips for students in grades 3, 4, and 5 at the following 14 elementary schools: Bellevue, Blackwell, Chimborazo, Fairfield Court, Woodville, Oak Grove-Bellemeade, Miles Jones, Redd, Westover Hills, Overby-Sheppard, Carver, George Mason, Ginter Park, and Swansboro.

- a. 4 field trips per school year for grade 3
 - b. 6 field trips per school year for grade 4
 - c. 5 field trips per school year for grade 5
- 2) Field trips and lessons will be facilitated in person by BSF employees with support from BSF volunteers.
 - 3) Field trips will take place during the school day from approximately 10am to 1pm.
 - 4) Work in partnership with the RPS Science Instructional Specialist and school leadership to identify mutually agreed upon dates, times, and activities for the field trips.
 - 5) Ensure field trips are designed to support the science SOL standards for the given grade and align in scope and sequence with the RPS Curriculum Pacing Resource.
 - 6) Ensure field trips are designed to support “Safe and Loving School Cultures” by utilizing trauma-informed practices and building resiliency during the experiences.
 - 7) Provide transportation for approximately one half of the field trips and request RPS buses for the field trips where BSF buses are not available. In the case where a student needs a physical transportation accommodation, such as, but not limited to a lift gate, that cannot be met if BSF provides the transportation, BSF will request a RPS bus. BSF agrees to pay RPS for the costs of transporting students to participate in the activities sponsored by BSF. BSF will pay the invoice for the transportation within thirty (30) days of the issuance of the invoice.
 - 8) If in-person field trips are not safe or feasible due to global, national, state or local health concerns, BSF is committed to offering virtual science enrichment programs and resources that enhance the RPS curriculum and provide materials for students to utilize during at-home learning.

Provide a summary report of outcomes to the Office of Engagement at the end of the school year, or as soon as the outcomes become available, but no later than August 31st of each year.

Field trips that need to be postponed due to weather will be rescheduled on a date mutually agreeable between BSF and the school.

Outdoor Adventure Club

- 1) Provide weekly meetings for an after school outdoor adventure club for up to 15 students at Franklin Military Academy
- 2) Club meetings will be facilitated in person by BSF employees, with support from BSF volunteers.
- 3) Club meetings will take place after school, from 2:45pm to 4:30pm, one day per week.
- 4) Offer weekend programs for outdoor adventure club participants throughout the school year in the form of Saturday day programs or overnight camping trips.

Responsibilities of RPS

Explorers Program

- 1) The principal of each partner school will identify a grade level contact at each school to work with BSF to:
 - a. Help disseminate and collect permission forms for field trips;
 - b. Coordinate and schedule field trips for all eligible students;
 - c. Coordinate with transportation to arrange alternative transportation if special accommodations are needed for a student to participant in BSF field trips and the

- student's needs cannot be accommodated on a BSF bus;
- d. Coordinate securing appropriate locations for BSF activities in the event that the program must be conducted onsite at the school.
- 2) Provide transportation on an as needed basis to BSF for RPS field trips and activities for RPS students. RPS will not be able to provide buses during peak hours (morning and afternoon bus routes). Invoices for the cost of the transportation will be provided no more than thirty (30) days after the service was rendered. Examples of times when BSF would need RPS transportation include, but are not limited to:
 - a. Participation of a student or staff member requires a lift gate bus
 - i. RPS will discuss the terms of transportation on a case by case basis and agree to the cost on a case by case basis;
 - b. BSF buses are being serviced.
 - c. There are more than 100 students in a grade participating in a field trip
 - 3) RPS agrees to provide digital copies of the student roster to include students' names, RPS ID numbers, and students' dates of birth for each participating class, and de-identified student science grades for the classes that participated in the BSF field trips for quarters 1 and 4 for BSF to analyze the outcomes of the Explorers program. Additional data relevant to the program may be requested through the Office of Engagement and the Coordinator of Community Partnerships will determine if the requested data may be given to BSF and, if necessary, what form the data will be provided. All data given to Blue Sky will be de-identified.

Outdoor Adventure Club

- 1) Provide BSF with a Franklin Military Academy staff contact to assist with communication with the students and coordination of paperwork, classroom space, and parent communication.

Results

BSF seeks the following outcomes:

Explorers Program

- 1) Give urban children experience in nature and the opportunity for outdoor exploration in a safe and nurturing environment. Students will exhibit increases in their references to water and wildlife on perception of the environment drawings from beginning of the year to the end of the year. BSF measures this by comparing how students perceive the environment at the beginning and end of the school year through a drawing and writing exercise.
- 2) Teach a hands-on experiential science curriculum that relates to 3rd-5th grade SOL standards. Seventy percent (70%) of students will increase their science grade or maintain a B or above, from quarter 1 to quarter 4. BSF receives all of the Q1 and Q4 grades of all of our students from RPS (just grades without any identifiers), and runs a statistical analysis of the change.
- 3) Develop core values in students while working to overcome negative coping strategies: BSF is currently piloting a quantitative measurement of resilience as a part of BSF's after school Outdoor Adventure Clubs and will evaluate whether this could be an effective Explorers program measurement at year's end. BSF will maintain anecdotal evidence of core value development.

- 4) Provide meaningful assistance to educators by providing experiences that help them effectively teach science. Average teacher satisfaction will measure at least 3.7 out of 4, Seventy-five percent (75%) of teachers will refer back to Explorers field trip. BSF measures several factors including how likely teachers are to recommend the Explorers program to other teachers and how likely they are to refer back to the material in following classes. In addition, on ensuing field trips, BSF will survey whether or not teachers did actually refer back to the previous field trip experience. BSF will survey the teachers through a short form that they complete on site at every field trip.

Outdoor Adventure Club

- 1) Increase the child's exposure to natural environments beyond their neighborhood. This expands their belief in what is possible and leads to cognitive connections and creativity in their learning.
- 2) BSF has adapted a research-based Child and Youth Resilience Measure (CYRM) as a measure of the resources (individual, relational, communal and cultural) available to individuals that may bolster their resilience. (The measure was developed as part of the International Resilience Project (IRP) at the Resilience Research Centre (RRC) in 14 communities around the world.) The goal is to increase a child's resiliency skills by using the Trauma Informed Approach in design and implementation of programming.

Certification

BSF 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 all felonies and certain misdemeanors are strictly prohibited. Please refer to the Volunteer and Partner Background Prohibited Sheet for more information. If it is discovered that BSF 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 listed on the strictly prohibited list, RPS may terminate this PA immediately upon written notification to the RPS and BSF. If the program is discontinued due to the failure of BSF 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 BSF to have direct contact with students and/or enter upon an RPS campus will be immediately revoked.

BSF 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

BSF 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, BSF 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 BSF 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 BSF while on and/or traveling to and/or from and/or between any RPS property, and/or involved in any activities that are being held or implemented pursuant to this Agreement.

Value

The Explorers Program is valued at \$375,000 for three grade levels at fourteen schools, and the Outdoor Adventure Club is valued at \$8,000 for one site. BSF is providing these programs to RPS at no cost.

Duration

This PA may be modified in writing by the mutual consent of authorized officials from RPS and BSF. This PA shall become effective upon signature by the authorized officials from both parties and will remain in effect until June 30, 2021. Either party can terminate this Agreement for any reason with 60 days written notice.

Anti-Discrimination:

BSF 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, sexual orientation, gender identity, and/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, BSF 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 BSF 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

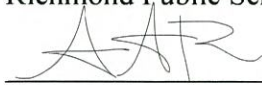
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Signed

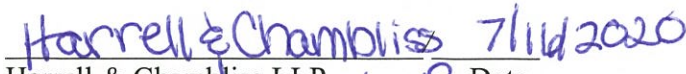
 / 7/22/2020

Mr. Jason Kamras, Superintendent Date
Richmond Public Schools

 / 7/13/2020

Amanda Payne, Executive Director Blue Sky Fund Date

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

 7/14/2020

Harrell & Chambliss LLP Date