

**TO: MEMBERS, BOARD OF EDUCATION** AMENDED  
**FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT**  
**DATE: SEPTEMBER 15, 2015**  
**SUBJECT: B.2.e APPROVE CONSULTANT AGREEMENT FOR ELEMENTARY SCHOOL GARDEN PROGRAM**

ACTION

**ISSUE:** Shall the Board approve a consultant agreement for an elementary school garden program for the 2015-16 fiscal year?

**BACKGROUND:** In setting its 2015-16 budget, the Board set as a priority for its one-time discretionary funds the implementation of an elementary school garden program. In response to a request by District administration, 2Eden Design Studio has submitted the attached proposal to provide a school garden program in the amount of \$50,000. Staff has reviewed the proposal and interviewed 2Eden Design Studio’s principal, Debra Leith, and enthusiastically recommends that the Board approve the agreement with 2Eden Design Studio for these services.

The cost of the proposed consultant services for an elementary school garden program is included in the District’s adopted budget for 2015-16.

- ALTERNATIVES:**
1. Approve a consultant agreement with 2Eden Design Studio for an elementary school garden program for the 2015-16 fiscal year.
  2. Do not approve the agreement for an elementary school garden program.

**RECOMMENDATION:** Alternative No. 1

Prepared by: Martin Klauss, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

\_\_\_\_\_  
 Anthony W. Knight, Ed.D  
 Superintendent

Board Action: On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____
Student Rep	_____	_____	_____	_____



August 24, 2015

Dr Tony Knight  
Superintendent  
Oak Park Unified School District  
5801 Conifer Street  
Oak Park, CA 91377

Dear Dr Knight,

## **OPUSD SCHOOL GARDENS PROGRAM - CONTRACT**

Thank you for the opportunity to present our proposals to provide a School Garden Program for Oak Park Unified School District. We are thrilled to be considered as a service provider for this important program and look forward to 'Growing with OPUSD' to support the education of compassionate and creative global citizens.

The scope of the service provision is outlined below and supported by the attached Appendix 1 and 2 (as detailed in our email to you dated July 13, 2015 and discussed in our meeting on August 14, 2015).

### SCOPE AND MANNER OF SERVICE PROVISION

#### LOCATION

As discussed, the contract will be delivered at the following district campuses:

- Oak Park Preschool
- Oak Hills Elementary
- Red Oak Elementary
- Brookside Elementary
- Medea Creek Middle School

#### SESSION BREAKDOWN

The contract will be divided into four sessions as follows (detailed in Appendix 1):

Session one – Planning and development of a School Garden Plan (SGP) for each campus and site preparation (August/September 2015 – 125 hours).

(Continued/)

Session two – Delivery of garden instruction, ongoing garden preparation and planting, culmination in a harvest and related event (October to December 2015 – 100 hours teaching/45 hours lesson and garden preparation).

Session three - Delivery of garden instruction, ongoing garden preparation and planting, culmination in a harvest and related event (January to mid March 2015 – 100 hours teaching/45 hours lesson and garden preparation).

Session four - Delivery of garden instruction, ongoing garden preparation and planting, culmination in a harvest and related event (Mid March to May 2015 – 100 hours teaching/45 hours lesson and garden preparation).

### SITE SPECIFIC ALLOCATION

During each session, each site will receive at least 20 hours of instruction and 9 hours of prep time. Time will be allocated as per specific campus schedules developed in the planning phase of each SGP.

### CONTENT

Specific content will be defined during the planning phase however provision will be aligned to Common Core and Next Generation Science Standards (see Appendix 2).

Additional services are available on request but are outside the scope of this contract.

### PAYMENT FOR SERVICES RENDERED

Payment for services is requested in blocks in advance of each session. The proposed payment schedule is as follows:

17<sup>th</sup> August 2015 – Session one (125 hours) - \$11,160.00 (Planning phase underway)  
1<sup>st</sup> October 2015 – Session two (145 hours) - \$12,946.42  
1<sup>st</sup> January 2016 – Session three (145 hours) - \$12,946.42  
14<sup>th</sup> March 2016 – Session four (145 hours) - \$12,946.43

TOTAL CONTRACT VALUE - \$50,000.00

(Continued/)

## 2EDEN STANDARD TERMS AND CONDITIONS

### Services from other vendors

All services and materials required from other vendors will be agreed directly by you with the vendor and payment made directly to the vendor and in accordance with the vendor's terms and conditions. 2eden design does not accept any responsibility for other service or materials providers or the services/materials provided by them. If requested, we do work hard however to connect you with vendors that have a great track record, previous experience relative to your project and have proven themselves in providing a quality service or product.

Discretionary design and planning approvals are not guaranteed as part of our service and sometimes result in a change of scope of work or design concept to satisfy the agenda of a committee or agency. Because of this, changes to the level and type of service provision as a result of discretionary reviews are not included in this estimate and the contract will need to be renegotiated and revised accordingly and in agreement with the service provider and Oak Park Unified School District.

Surveying, soils testing/geology reports, grading plan and environmental reports are not included as services provided by 2eden landscape design unless otherwise specified in writing. At this time it is recommended that soils testing should be undertaken at each site either by students as part of Next Generation Science Standards teaching and aligned to the study of soils or as an independent test to assess the quality and constituents of the existing soil and to inform the requirement for amendment to improve fertility and maximize growing potential. Alternatively, 2eden design highly recommend soils testing from University of Massachusetts, Soil and Plant Tissue Testing Laboratory (also recommended by the UCCE California Master Gardener program), which provides comprehensive analysis for as little as \$15 per sample. [www.soiltest.umass.edu](http://www.soiltest.umass.edu). The decision and provision of funds to soil test ultimately rests with OPUSD and, although recommended as good practice, does not in any way impact the provision of this contract.

### Estimate and compensation

Services described in the proposal will be provided and billed as the payment schedule outlined on page 2 of this contract, until the scope of work is complete or the client orders work to stop. Limitation of fees, if applicable, shall be described in the scope of work. At this stage we estimate payment for services to be no more than \$50,000.00

Bills for services rendered and reimbursable expenses are included in this document. Balances unpaid after thirty (30) calendar days will accrue interest from the date of invoice at the rate of one and one-half percent per month.

### Termination

Either party may terminate this agreement with 21 days prior written notice. All fees accumulated up to the date of termination are due and payable.

(Continued/)

Dispute resolution

The parties agree that, in the event of any dispute under the contract in which the amount sought is \$13,000.00 or less, any litigation to resolve the dispute shall be brought only in the <sup>VENTURA</sup> Los Angeles County <sup>INITIALS</sup> Small Claims Court. If the amount in dispute exceeds \$13,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. The cost of the mediator shall be borne equally by the parties. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration before a mutually agreed upon arbitrator. The prevailing party in the arbitration shall be entitled to the reimbursement of his/hers attorney's fees and costs from the non-prevailing party. If the matter is settled at any time prior to the arbitrator's rendition of an award, each party shall bear its own costs and expenses, including attorney's fees, and the arbitrator's fees shall be borne equally by the parties.

Additional services

Additional services not in the scope of this agreement may be provided at the written direction of the client, at rates to be agreed in advance of provision. The client may request a written revision to the original agreement or an additional agreement for added services prior to commencing additional work.

Independent Contractor

It is expressly understood and agreed that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of District. Contractor further understands and agrees that he or she is an independent contractor and that the filing and acceptance of this declaration creates a rebuttable presumption of his or her status as an independent contractor and that, as such, Contractor or Contractor's employees are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance or any other benefit normally conveyed to District's employees. Contractor will be responsible for payment of all Contractor's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this agreement.

Insurance

Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering Contractor's services. All insurance shall be with an insurance company with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California.

Required insurance coverage shall include: Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor. Such liability insurance shall provide a minimum coverage of \$1,000,000.

(Continued/)

Contractor shall furnish to District, prior to commencement of services under this Agreement, Certificates of Insurance as evidence of the coverage and limits stated above. Certificates of Insurance shall:

- A. Name the District as additional insured.
- B. Provide a minimum of 30 days advance written notice of cancellation or material changes.
- C. State that coverage afforded the District, as additional insured shall apply as primary and not excess to any insurance issued the District.

Indemnification

Contractor shall indemnify and hold harmless the District, its' officers, agents and employees from every claim or demand made, and every liability, loss, damages, or expense of any nature whatsoever, which may be incurred as a result of Contractor's performance under this agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, or agents who are directly employed by the District, and except for liability resulting from the active negligence of the District.

Thank you again for your interest in my services. If you have any questions regarding this proposal, please don't hesitate to contact me by phone or email.

Sincerely,



Debra Leith  
Certified Landscape Designer & Master Gardener  
2eden studio – design.garden.grow

Attached: Appendix 1 – OPUSD School Gardens Proposal (dated July 13, 2015)  
Appendix 2 – Presentation for OPUSD School Garden Program (dated August 14, 2015)



CONTRACT FOR SERVICES RENDERED

This is a contract entered into by 2eden studio (hereinafter referred to as "the Provider") and Oak Park Unified School District (hereinafter referred to as "the Client") on this date \_\_\_\_\_.

The Provider's place of business is 7016 Rivol Road, West Hills, CA 91307 and the Client's place of business is 5801 Conifer Ave, Oak Park, CA 91377.

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services – as described in pages 1&2 of the above contract and detailed in Appendix 1&2 attached. The Client shall pay the Provider for services rendered according to the Payment Schedule on page 2 of the above contract, within thirty (30) calendar days of the date on any invoice for services rendered from the Provider.

Should the Client fail to pay the Provider the full amount specified in any invoice within calendar days of the invoice's date, a late fee equal to 1.5% shall be added to the amount due and interest of percent per month shall accrue from the calendar day following the invoice's date.

APPLICABLE LAW

This contract shall be governed by the laws of the County of Ventura in the State of California and any applicable Federal law.

SIGNATURES

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

\_\_\_\_\_

(Printed Name of Client or agent)

\_\_\_\_\_

(Signature of Client or agent) (Date)

Debra Leith, 2eden design

(Printed Name of Provider or agent)

 08.24.15

(Signature of Provider or agent) (Date)



July 13, 2015

Dr Tony Knight  
Superintendent  
Oak Park Unified School District  
5801 Conifer Street  
Oak Park  
CA 91377

Dear Dr Knight,

## **2eden design.garden.grow - SCHOOL GARDENS PROGRAM PROPOSAL**

Thank you for your interest in our new school gardens program. I am delighted to submit this proposal outlining a unique and original program available from 2eden design.garden.grow - offering educational, experiential and kinesthetic, horticultural and garden-based learning for young minds.

Our program aims to promote organic and sustainable growing and food production through school gardens/edible schoolyards and, environmental stewardship of the earth through responsible use and protection of the environment and natural resources through conservation and sustainable practices.

Led by a certified University of California, Master Gardener and certified Advanced Professional Landscape Designer, 2eden design.garden.grow will:

### August/September 2015 – 125 hours allocated

- Consult and evaluate on existing school garden facilities, identify issues, perform soil tests\* and make recommendations for improvements, (where deemed necessary) to improve conditions for growing and teaching, including provision of plans where appropriate and/or workarounds where necessary and including drafting a district-wide list of gardening supplies/materials needed for the year ahead. (\*Laboratory test fees and garden supplies/materials not included)

- Draft a proposal for each site relating to garden teaching and planting planning to run alongside curriculum opportunities and for consultation with staff and PTA and formalization into a mutually agreed school-based plan for garden-based learning for each site for the 2015-2016 school year.

Continued/



Proposed lessons to include (but, not limited to):

- Seed to harvest: the growing cycle, the business of growing, try it-you might like it!
- Basic horticulture: what plants are, parts of a plant, how plants grow.
- Soil and sustainability: soil formation/function/profile/properties/texture/structure, composting.
- Water management.
- The living garden: beneficial insects, animals and living things in the garden, and integrated, sustainable and organic pest management.

GARDEN INSTRUCTION (block schedule to coincide with seasonal production and school terms)

#### October-December 2015

- Provide 100 hours of onsite garden teaching (over a 6-8 week period), culminating in the coordination of harvest and sale of school-grown produce by students at a local event.
- An additional 45 hours of lesson and garden preparation will be required/included to facilitate the provision of the above 100 hours of actual teaching.

#### January – early March 2016

- Provide 100 hours of onsite garden teaching (over a 6-8 week period), culminating in the coordination of harvest and sale of school-grown produce by students at a local event.
- An additional 45 hours of lesson and garden preparation will be required/included to facilitate the provision of the above 100 hours of actual teaching.

#### Mid March – May 2016

- Provide 100 hours of onsite garden teaching (over a 6-8 week period), culminating in the coordination of harvest and sale of school-grown produce by students at a local event.
- An additional 45 hours of lesson and garden preparation will be required/included to facilitate the provision of the above 100 hours of actual teaching.
- Invite volunteers and issue a Sign Up Genius for 'Summer Care' volunteer teams for basic garden care/monitoring during the summer break.

#### **Annual program total cost - \$50,000.**

The above program is structured to maximize actual teaching time. Adequate lesson, materials and physical garden preparation will be vital to achieve this goal with much of the preparation time spent on-site, preparing an area/outdoor classroom and materials ready for garden teaching. Included in this provision is the recruitment of parent and room volunteers, especially for classes with larger numbers of students. Where parent volunteers are not forthcoming, limited provision is included in this proposal for the provision of an assistant.

Continued/

## ADDITIONAL CHARGE SERVICES - AVAILABLE BY REQUEST

- Lunchtime or after school Garden Club provision.
- Management and supervision of installation of upgrades to garden facilities.
- School break 'camps' to assist in garden maintenance during winter, spring and summer breaks.
- Garden care, maintenance and oversight during school breaks.

## ADDITIONAL EDUCATIONAL PROGRAMS ALSO AVAILABLE...

### Science roadshows

- Wormiversity – the physiology, life cycle and ecological value of the humble earthworm and vermicomposting champion!
- Professor Rainbow's IncrEDIBLE experience – The deliciously colorful science of how 'eating the rainbow' of fruits and veggies is so good for you!

### Specialist learning opportunities

- An introduction to landscape design – a High School level program providing career insight into the history of landscape design, an introduction to landscape concepting, planning and drafting, plant selection and placement and the basic skills of residential landscape design.
- Junior Master Gardener – A High School level program exploring research based knowledge and information on home horticulture, pest management, and sustainable landscape practices to preserve and encourage healthy environments with sustainable gardening, waste reduction, and water conservation.

Please email us for details and availability of these specialist programs and science roadshows.

Finally, as our new program develops we aim to add and continually improve the range of opportunities that we provide and, as an early adopter, we look forward to 'growing with OPUSD' in our service provision and range of offerings, integration and alignment with Common Core teaching standards and in the overarching OPUSD mission of 'Educating Compassionate and Creative Global Citizens'.

I would welcome the opportunity to discuss this proposal with you, at your convenience, and thank you in advance for your consideration.

Best regards,



Debra Leith  
2eden design.garden.grow

- *University of California, Master Gardener*
- *Certified Advanced Professional Landscape Designer*
- *Member of the Association of Professional Landscape Designers (APLD)*
- *First Place Winner, LAUSD, Campus Beautification and Greening at Pomelo Elementary (2010).*
- *Grant Awardee (outstanding submission), City of Los Angeles, Office of Community Beautification (Path to Access & Success, Pomelo Elementary School, 2009)*
- *Published author (An Eyeball in My Garden, Marshall Cavendish Children's' Books, 2010)*

## 'Growing with OPUSD' by Educating Compassionate and Creative Global Citizens

Using school garden-based learning and the practice of gardening and growing to:

- Reinforce common core math and English Language Arts Standards
- Connect next generation and common core science standards
- Provide engaging experiential and kinesthetic learning opportunities
- Promote organic and sustainable food production through edible schoolyards
- Inspire, impart and influence environmental stewardship, conservation and sustainability

1

## 'Growing with OPUSD' by Educating Compassionate and Creative Global Citizens

2eden will provide school garden-based learning and lead the practice of gardening and growing by:

- Providing instruction to 3 elementary schools, 1 middle school and 1 preschool
- 1 day per week lesson availability at each site in 3 block sessions aligned to growing seasons
- 20 hrs of teaching per school, per block (3 blocks – fall, winter, spring) = 60 hrs total per site
- 9 hrs of lesson and garden prep per school, per block = 27 hrs total per site
- Coordinate/facilitate a garden or harvest related event to culminate each growing season/block
- Research, consult and provide a customized School Garden Plan (SGP) for each site to:
  - Define content and allocate teaching hours
  - Involve key players
  - Review/make recommendations to improve conditions for garden instruction and growing at each site
  - Measure impact and success for ongoing program improvement
  - Facilitate program feedback to policy makers/decision makers

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## 'Growing with OPUSD' by Educating Compassionate and Creative Global Citizens

Next generation science standards - Through garden-based learning we will:

- Ask questions and define problems.
- Develop and use models.
- Plan and carry out investigations.
- Follow multi-step procedures, taking measurements and performing technical tasks.
- Analyze and interpret data.
- Write informative/explanatory texts, procedure and processes.
- Use mathematics and computational thinking.
- Construct explanations and design solutions.
- Engage in argument from evidence.
- Obtain, evaluate and communicate information.

3

'Growing with OPUSD' by  
Educating Compassionate and Creative Global Citizens

Common Core Math standards - Through garden-based learning students will:

- Understand relationships between numbers and quantities; connect counting to cardinality.
- Understand lines, arrays, configurations and count how many objects.
- Identify greater than, less than and equal to by using matching and counting strategies.
- Represent addition, subtraction, multiplication and division with plants and materials.
- Solve problems by using physical objects to achieve resolution.
- Describe measurable attributes of objects such as weight, length, height.
- Compare and contrast for 'more of', 'less of' and identify and understand differences.
- Classify, count and sort.
- Describe using names of shapes and relative positions such as above, below, beside.
- Measure using appropriate tools and a selection of measurement values – solids and liquids
- Estimate using inches, feet, centimeters and meters.
- Employ graphs and fractions
- Apply real-world problem solving with geometry to calculate surface area and volume
- Use random sampling to draw inferences through use of statistics and probability.

4

'Growing with OPUSD' by  
Educating Compassionate and Creative Global Citizens

English Language Arts Standards - Through garden-based learning we will:

- Combine drawing, dictating and writing to tell about events, ordering and reaction.
- Recall information from experiences and/or gather information to answer questions.
- Participate and collaborate in conversations about topics/texts in small and large groups.
- Speak audibly and express thoughts, feelings and ideas clearly.
- Sort common objects and categorize.
- Identify real-life connections between concepts and words and their practical application.
- Write reports to recount events, include details, appropriate facts and relevant descriptions.
- Provide complete sentences in response to task and situation.
- Participate in shared research and writing projects.
- Ask and answer questions to clarify comprehension, gather information and or deepen understanding.
- Distinguish meaning in verbs and adjectives to define and choose appropriate responses.

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