



"OUR CHILDREN – OUR FUTURE"

## **Ravenswood City School District** **ADMINISTRATIVE OFFICE**

2120 Euclid Avenue, East Palo Alto, California 94303  
(650) 329-2800 Fax (650) 323-1072

### *Board Members:*

Tamara Sobomehin, President  
Stephanie Fitch, Vice President  
Marielena Gaona-Mendoza, Clerk  
Ana Maria Pulido, Member  
Sharifa Wilson, Member

*Ms. Gina Sudaria*  
*Interim Superintendent*

### Inter-Departmental Correspondence Curriculum and Instruction

**Date:** June 5, 2019  
**Board Meeting Date:** June 13, 2019  
**Special Notice / Hearing:** None  
**Vote Required:** Majority

**To:** Honorable Board of Trustees  
**From:** Gina Sudaria, Interim Superintendent  
**Subject:** Consideration to Approve Master Contract with New Teacher Center

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### **BACKGROUND:**

New Teacher Center will continue to support the district math coordinator to build the capacity of math teacher leaders who provide professional development and instructional coaching to other teachers.

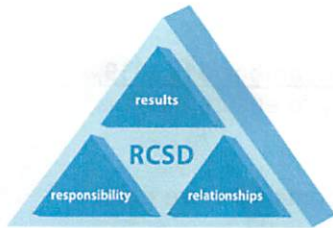
### **FISCAL IMPACT:**

There is no financial impact to the school district.

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with New Teacher Center

**Board Approved:** \_\_\_\_\_



# **Ravenswood City School District**

## **BUSINESS SERVICES**

2120 Euclid Avenue, East Palo Alto, California 94303  
(650) 329-2800 Fax (650) 323-1072

### *Board Members:*

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Sharifa Wilson, Member

"OUR CHILDREN – OUR FUTURE"

Gina Sudaria  
*Interim Superintendent*

### **Memorandum of Understanding BETWEEN Ravenswood City School District AND New Teacher Center**

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **New Teacher Center (NTC)**. The purpose of this agreement is to formalize and clarify any expectations of and the relationship between the parties involved, thereby ensuring an effective working relationship for the implementation of professional development to support and build the capacity of the district's teachers and leadership.

#### **I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION**

With funding from the Chan Zuckerberg Initiative (through REF):

##### ***Sustain Parallel Math Support:***

1a. Continue to support the district math coordinator to build the capacity of math teacher leaders who provide professional development and instructional coaching to other teachers

##### ***RCSD Instructional Coaching Capacity Building:***

2a. Continue to support district staff to build internal capacity to provide instructional coaching and other teacher development support that NTC has been providing to date, including new teacher induction support and instructional coaching training modules and forums (i.e., periodic, data-driven, collaborative professional learning experiences)

2b. Offer continued follow-up support forums based on NTC's Instructional Coaching Professional Learning Series and Learning Zone data to the district's TOSAs and Content Specialists identified by RCSD to build their coaching skills and other teacher leader capabilities as described by NTC's Continuum of Instructional Coaching Practice (i.e., coaching standards) and Continuum of Instructional Coaching Program Development (i.e., coaching program standards) as well as the California Standards for the Teaching Profession

3c. Provide one-on-one job-embedded coaching to RCSD coaches to further develop their coaching skills as evidenced from coaching data

4c. Provide standards and data-based support to district staff responsible for the design and facilitation of teacher professional learning opportunities

5c. Use data-driven consultation and instructional coaching program standards to support coaching program leader's ability to sustain a high quality coaching program

## II. TERMS OF UNDERSTANDING

This agreement is effective on July 1, 2018 and will remain in effect until December 31, 2019, unless terminated pursuant to Section XI. The MOU shall be reviewed quarterly to ensure that it is fulfilling its purpose and to make any necessary revisions.

Amendments to this MOU must be provided to all signing persons and will become effective upon the signed approval of all parties.

## III. SCHOOL and DISTRICT OBLIGATIONS

- A. The Superintendent will ensure that an appropriate administrator will be designated for assistance in implementing The Professional Development Plan.
- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *NTC* and *RCSD* for the development of a strategic plan for serving Ravenswood students.
- C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program resources such as appropriate space, student information, etc.
- D. The DISTRICT agrees that *Ravenswood City School District* will act as primary reporting agency when a staff person informs school staff of reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district.

*RCSD* agree to the reporting process outlined in Appendix A.

## IV. NTC OBLIGATIONS

- A. **NTC** agrees to provide stated service as in Section I. Activities outside those specified in the stated services (section I) will be confirmed in writing and as determined jointly by representatives from DISTRICT and **NTC** (e.g. field trips, etc.).
- B. **NTC** agrees that services provided by **NTC** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to **NTC** primary oversight.
- C. **NTC** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- D. **NTC** agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Assistant Superintendent of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.
- E. **NTC** agrees that when its interns and volunteers are utilized, staff from **NTC** will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check.
- F. **NTC** agrees to ensure that all of their staff who will be on school property or work with students have proof of a negative skin test or chest x-ray for Tuberculosis. **NTC** will provide *RCSD* with written verification that program staff has been cleared.
- G. **NTC** agrees to ensure that all program staff that will be on school property has proof of FBI and Department of Justice Child Abuse Index fingerprint clearance. **NTC** will provide *RCSD* with written verification that program staff have been cleared.
- H. **NTC** agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the reporting process outlined in Appendix A.

- I. **NTC** has in force, and during the term of this Agreement shall maintain in force, a Comprehensive General Liability Insurance policy with limits not less than \$1,000,000.00 (one million dollars) each occurrence combined Single Limit for Bodily Injury and Property Damage. The policy shall name as additional insured the Ravenswood City School District, its Board, officers and employees. The policy shall require the insurer to provide to the District a thirty- (30) day notice of any cancellation or reduction of such insurance.

## **V. INTELLECTUAL PROPERTY**

NTC may provide DISTRICT with methodologies, protocols, forms, training modules, resource and instructional guides, videos, visual interfaces, information, graphics, designs, compilations, software, reports, documents, booklets, and other materials (collectively, "Materials"). DISTRICT may use Materials only during the term of this Agreement, for the purposes contemplated by this Agreement, and in accordance with any use guidelines NTC may provide to DISTRICT. NTC owns all copyright and other rights to Materials, regardless of whether they were pre-existing or created for the first time in connection with this Agreement. All services and Materials that may be provided under this Agreement are proprietary to NTC and will not be considered a work for hire. NTC grants DISTRICT a limited, non-transferable, non-exclusive license to use, copy, and distribute Materials, and to display NTC marks and logos on DISTRICT's website and on internal materials in line with NTC's trademark use guidelines, solely for the purposes contemplated by this Agreement during the term of the Agreement.

## **VI. CONFLICT RESOLUTION**

The Parties agree that differences of opinion regarding personnel or service practices or Parties will be discussed. If resolution is not obtained then, decisions will be made after discussion between the Director of Student Services, Assistant Superintendent of Curriculum & Instruction, and NTC management representatives.

## **VII. NON-DISCRIMINATION**

NTC and the DISTRICT shall not discriminate against any person rendering or receiving services pursuant to this Memorandum, on the basis of race, color, age, marital status, national origin, sex, creed, sexual orientation, or physical or mental disability, including HIV disease, as provided by State and Federal Law.

## **VIII. HOLD HARMLESS**

Each party is an independent contractor responsible for its acts and the acts of its officers, agents, and employees. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

## **IX. LIMITATION OF LIABILITY**

Under no circumstances will either party be liable to the other for any special, indirect, incident, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if the liable party has been advised of the possibility of such damages.

## **X. CONFIDENTIALITY**

The parties shall maintain the confidentiality of all records generated during the period of this agreement pursuant to applicable Federal and State laws.

## **XI. TERMINATION**

This Agreement may be terminated by either party by giving a minimum of thirty (30) days advance written notice to all parties.

## **XII. NOTICES**

All notices of the parties shall be in writing and shall be addressed as set forth below:

### **TO NTC:**

Vera-Lisa Roberts  
Program Consultant  
1205 Pacific Ave, Suite 301  
Santa Cruz, CA 95060  
925-413-7696  
vroberts@newteachercenter.org

### **TO SCHOOL DISTRICT:**

Gina Sudaria  
Superintendent  
Ravenswood City School District  
2120 Euclid Avenue  
East Palo Alto, CA 94303

### **Copy to:**

Steve Eichman  
Chief Business Official, Business Services  
Ravenswood City School District  
2110 Euclid Avenue  
East Palo Alto, CA 94303

**SIGNATURE PAGE**

**XIII. AUTHORIZATION**

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

***RAVENSWOOD CITY SCHOOL DISTRICT***

\_\_\_\_\_  
Gina Sudaria, Superintendent

\_\_\_\_\_  
Date

***New Teacher Center***

\_\_\_\_\_  
Chiara Garonzik, Chief Strategy Officer

\_\_\_\_\_  
Date

## APPENDIX A

### REPORTING PROCESS OF CHILD ABUSE, CHILD NEGLECT, HARM TO SELF OR HARM TO OTHERS

#### RAVENSWOOD CITY SCHOOL DISTRICT and *New Teacher Center*

The DISTRICT and the schools within the district and *New Teacher Center* agree to the following process in the case of a student within the district reporting child abuse, child neglect, harm to self or harm to others:

1. In the case of harm to self, harm to others, or reporting of child abuse, *New Teacher Center* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *New Teacher Center* staff-person will make a verbal and written report to that after school program site coordinator and/or school administrator.
2. The district's school sites shall carry out the reporting responsibilities (reports to law enforcement/child protective agencies) required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) These include reports of the known or suspected instance of abuse to the child protective agency immediately, or as soon as practically possible, by telephone and by sending a written report within 36 hours of receipt of information by *New Teacher Center*.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *New Teacher Center* confirming that the verbal report was made, as required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.), to the appropriate child protective agency.

The school will also send a facsimile transmission immediately, or as soon as practically possible, to *New Teacher Center* confirming that a written report was made, as required by the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.), to the appropriate child protective agency within thirty-six (36) hours.

4. *New Teacher Center* staff will send a letter concerning the incident within twenty-four (24) hours to the Director of Student Services. (Director should be notified immediately along with site coordinator-Director should be aware and will be consulted in the event that a report is made – probably move this up in your process...)