



"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 María Pulido, Member  
Sharifa Wilson, Member

Gina Sudaria

Interim Superintendent

### **Memorandum of Understanding**

#### ***BETWEEN***

Ravenswood City School District

#### ***AND***

**Buddhist Tzu Chi Foundation**

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***Buddhist Tzu Chi Foundation (Tzu Chi)***. 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 the Tzu Chi Happy Campus Program to build student-centered learning environments, with a focus on disadvantaged students, guided by the core values of Gratitude, Respect and Love.

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

Tzu Chi Happy Campus Program collaborates with schools and families in the following areas:

1. Promote student attendance to maximize the student learning experience. Programs include perfect attendance award ceremonies each semester (RCSD) and the weekly attendance award program (Belle Haven School).
2. Prepare students with scholastic and life skills through specially designed activities. (Belle Haven School)
3. Provide further support for identified students when needed to foster a better learning experience. (RCSD)
4. Promote healthy physical lifestyles and dental hygiene for students and families. (RCSD)

### **II. TERMS OF UNDERSTANDING**

This agreement is effective on September 1<sup>st</sup>, 2019 and will remain in effect until August 31, 2020, unless terminated pursuant to Section IX. 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 DISTRICT will ensure that an appropriate administrator will be designated for assistance in implementing attendance programs and weekly life skills class. The administrator will perform, but is not limited to, the following functions:

(Please refer to the events/programs listed in the attached spreadsheet.)

*M. H.*

- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between RCSD and Tzu Chi 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 needs 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 agrees to the reporting process outlined in Appendix A.

#### IV. **Buddhist Tzu Chi Foundation (Tzu Chi)**

- A. Tzu Chi agrees to provide stated services as in Section I to the schools identified in section III.A.2. Activities outside those specified in the stated services (section I) will be determined jointly by representatives from DISTRICT and Tzu Chi (e.g. field trips, etc.).
- B. Tzu Chi agrees that services provided by Tzu Chi pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement Tzu Chi primary oversight.
- C. Tzu Chi agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- D. Tzu Chi agrees to ensure that all of their staff who will be on school property or work with students has proof of a negative skin test or chest x-ray for Tuberculosis. Tzu Chi will provide RCSD with written verification that program staff has been cleared.
- E. Tzu Chi 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. Tzu Chi will provide RCSD with written verification that program staff has been cleared.
- F. Tzu Chi 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.
- G. Tzu Chi 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. **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 Tzu Chi management representatives.

*M. X.*

**VI. NON-DISCRIMINATION**

Tzu Chi 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.

**VII. 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.

**VIII. CONFIDENTIALITY**

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

**IX. TERMINATION**

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

**X. NOTICES**

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

Buddhist Tzu Chi Foundation  
Northwest Region  
Minjhing Hsieh  
Executive Director  
2355 Oakland Rd,  
San Jose, CA 95131

TO SCHOOL DISTRICT:  
Superintendent  
Ravenswood City School District  
2120 Euclid Avenue  
East Palo Alto, CA 94303

Copy to:

Assistant Superintendent C&I  
Ravenswood City School District  
2110 Euclid Avenue  
East Palo Alto, CA 94303

Copy to:

Assistant Superintendent Business Services  
Ravenswood City School District  
2110 Euclid Avenue  
East Palo Alto, CA 94303

*M. A.*

## **APPENDIX A**

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

#### **RAVENSWOOD CITY SCHOOL DISTRICT and BUDDHIST TZU CHI FOUNDATION**

The DISTRICT and the schools within the district and Tzu Chi 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, Tzu Chi staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and Tzu Chi 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 Tzu Chi.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to Tzu Chi 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 Tzu Chi 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. Tzu Chi 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...)



## SIGNATURE PAGE

### XI. 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

 **BUDDHIST TZU CHI FOUNDATION**

  
Minjhing Hsieh, Executive Director

  
Date



## Ravenswood Unified School District and Tzu Chi Foundation MOU Responsibilities Chart - 2019 - 2020

Event/Program	Location	Frequency/Date	Ravenswood Responsibilities	Tzu Chi's Responsibilities	Joint Responsibilities
<b>School District Semester Attendance Award Ceremony</b>	RCSD	TBD One for each semester (Three Times)	-Designate a school district contact: TBD -Designate a school contact: TBD -Provide timely and accurate student counts and name lists -Provide a venue for the event, and coordinate among participating schools.	-Provide volunteers to work with School District for this program -Provide reward items	-Provide feedback to the program and help adjust as appropriate to better serve the students and schools.
<b>Weekly Attendance Award Program</b>	Belle Haven School	Wednesdays	-Designate a school contact: Principal (TBD) -Provide student name lists	-Tzu Chi volunteers issue weekly perfect attendance award tiger paw money.	-Provide feedback to the program and help adjust as appropriate to better serve the students and school
<b>Classroom TA &amp; Tzu Chi Happy Campus program</b>	Belle Haven School	Weekly Wednesdays in accordance with school calendar	-Designate a school contact: Principal (TBD) -Provide classrooms, classroom materials and laptops + projectors for video as needed. -Schools to provide framework for cultural diversity and life skill lesson expectations -Classroom teachers to work with Tzu Chi on culture / life skill lesson plan -Classroom teachers to provide inputs to Tzu Chi on culture/life skill enrichment program and quarterly feedback	-All Tzu Chi volunteers will complete & submit volunteer applications with TB test & fingerprinting clearance -Provide Happy Campus Program proposal and review with teachers/principal as appropriate	-Tzu Chi's volunteers will work with teachers to design focused and individualized programs if necessary for participating students. - Provide feedback to the program and help adjust as appropriate to better serve the students and school
<b>Weekly Tiger Paw Store</b>	Belle Haven School	Weekly Wednesdays	-Designate a school contact: Principal (TBD) -Award students' good behavior with Tiger Paw money -Allow students to come to Tiger Paw store per schedule to exchange Tiger Paw money for prizes	-Tzu Chi volunteers will help managing Tiger Paw Store every Wednesday & Friday -Issue weekly perfect attendance Tiger Paw money for students to exchange prizes	- Provide feedback to school on the effectiveness of the program and how to better improve students' behavior and attendance
<b>Teachers Appreciation Luncheon</b>	Belle Haven School	TBD	-Designate a school contact: Principal (TBD) -Provide a venue for these luncheon events -Provide PC + Projector for presentation	-Provide appropriate teacher appreciation items to be determined by Tzu Chi	-Provide feedback to the program and help adjust as appropriate to better serve the teachers and schools
<b>Uniforms / academic supplies for students in need</b>	RCSD	As needed	-Designate a school contact: Principal (TBD) -Contact and work with Tzu Chi volunteers to find out and resolve students' difficulties	-Provide necessary supplies determined by Tzu Chi	-Provide feedback to school to better serve the students
<b>Dental Outreach</b>	RCSD	TBD	-Designate a school district contact: TBD - Provide a venue for the event, and help patient recruitment	--Provide professionals, volunteers, equipment and medical supplies for this event.	-Provide feedback to the program and help adjust as appropriate to better serve the students and families.

*M. N.*