



## Memorandum of Understanding

*between the*

- **Association of California School Administrators Foundation for Educational Administration (ACSA),**
- **San Mateo County Office of Education and**
- **Ravenswood City School District**

This Memorandum of Understanding (MOU) for the 2018-19 & 2019-20 school years, hereinafter referred to as the Memorandum, entered into in April 2019 between **San Mateo County Office of Education**, Located 101 Twin Dolphin Dr, Redwood City, CA 94065, hereinafter referred to as the County Office of Education and **Ravenswood City School District**, located at 2120 Euclid Ave, East Palo Alto, CA 94303, hereinafter referred to as the "the District," and the **Association of California School Administrators (ACSA)** residing at 1029 J Street, Suite 500, Sacramento, CA 95814, hereinafter referred to as "ACSA," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objectives relating to the project Targeted Assistance.

WHEREAS, the Parties desire to enter into the herein described Memorandum in which they will work together to accomplish the goals and objectives set forth and define all necessary working arrangements that both Parties agree shall be necessary to complete this project.

The Governance Team Capacity Building Partnership project crafted by ACSA's Targeted Assistance Program is designed to build the capacity of superintendents and their school boards to work together effectively to govern their district and increase student achievement. ACSA, in collaboration between the California Collaborative for Educational Excellence (CCEE) and county offices of education will be assigned an experienced superintendent as a coach to work directly with the superintendent/board members through in person visits, board meeting observations, and video/phone calls. While the coach may suggest areas of focus (e.g., annual board goals, superintendent evaluation), it is ultimately the decision of the superintendent/board members on where the coach will focus his/her efforts.

### **PURPOSE**

The purpose of this Memorandum is to clarify the collaboration between ACSA, the County Office of Education and the District regarding the services and responsibilities of the Parties pertaining to the Targeted Assistance in Governance.

## **SCOPE OF WORK**

ACSA's Targeted Assistance shall provide the services and deliverable(s) as follows:

### **1. Governance**

ACSA will provide a mutually approved Governance Team Capacity Advisor (consultant) to support the district governance team (superintendent and governing board member). This support will be based on the governance model and associated resources developed by the San Bernardino County Superintendent of Schools ("SBCSS").

Each Advisor will, among other things:

- Provide twenty-four (24) hours of individualized assistance (not including travel time) each year for two years for each participating district.
  - **Year 1** (April 1, 2019 – June 30, 2019) – **24 hours** of consulting assistance, with at least one site visit. Each site visit may be considered to be 8 hours of the 24 hours. CCEE covers all Year 1 consultant costs. Consultant hours not used in Year 1 by June 30, 2019 will be carried over to Year 2 2019-20 and paid by CCEE as originally agreed in original contract. Year 2 hours will begin when Year 1 hours are expended.
  - **Year 2** (July 1, 2019-June 30, 2020) – **24 hours** of consulting assistance, with at least one site visit. Each site visit may be considered to be 8 hours of the 24 hours. Half the cost is covered by CCEE and the other half is covered by the County Office of Education (\$2500).
  - If district needs more assistance, district may contract directly with ACSA.
  - **Menu of Governance Advisement and Support Services** (Individualized for District)
    - Pre-requisites for Effective Governance –
      - Building and Maintaining Relationships,
      - Trust
      - Leadership
      - Collaboration
    - Procedures for Effective Governance – Powers, Roles, Communication, Decision Process
    - Board & Superintendent Self Assessments
    - Brown Act
    - Expectations
    - Protocols
    - LCAP Goals & Strategies
    - Coaching & Mentoring
    - Facilitation of Superintendent Evaluation in Closed Session

## **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

It is the desire and wish of the Parties to this Memorandum that this document should not, and thus, shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal managerial, financial, and administrative commitment with regard to all matters related to the

Targeted Assistance.

### **SERVICES COOPERATION**

The **District** shall render and provide the following services, including:

- Work directly with ACSA Targeted Assistance Co-Directors, Frank Adelman and Trudy Arriaga.
- Work directly with ACSA Targeted Assistance Governance Capacity Advisor (consultant), **Carmella Franco**, to determine the scope of the work and desired content of meetings, and any concerns, successes, and desired activity associated with the Scope of Work.
- Provide direct feedback to ACSA Targeted Assistance Co-Directors and CCEE on the progress of the work during and after the Targeted Assistance is completed.
- Notify Co-Directors if additional services are desired and whether there is an interest to increase the scope of work for the 2020-21 school year.

ACSA shall render and provide the following services including but not limited to:

- Provide the District with leadership assistance and experience in the area of **Governance**.
- Provide the District with an ACSA Targeted Assistance Governance Capacity Advisor consultant (**Carmella Franco**) who will work directly with the Superintendent to schedule dates and times to meet in order to complete the Targeted Assistance Governance project.
- Provide the District with support from Co-Directors with regard to questions, concerns, or interest in the scope of the work or additional services.
- In addition, Co-Directors will make the District aware and assure there is agreement from the District if the scope of the Targeted Assistance project increases and requires additional services and increased costs.

**San Mateo County Office of Education** shall render and provide the following services including but not limited to:

- Work directly with ACSA Targeted Assistance Co-Directors, Frank Adelman and Trudy Arriaga in providing governance assistance to San Mateo Union School District.
- Provide payment to ACSA for half of Year 2 consulting hours (12 hours) as described herein. (\$2500).
- Work directly with ACSA Targeted Assistance Governance Capacity Advisor (consultant), **Carmella Franco**, to support the district in the scope of the work and additional assistance.

### **TIMELINE**

ACSA shall have fulfilled its obligations with regard to the Targeted Assistance Governance

Training by June 2020 or when the following first occurs:

- ACSA accomplishes the contracted activities described within the MOU including delivery to the District of the services listed in the Section entitled “Services Cooperation,” and the District accepts such activities and materials without unreasonable objections; or
- ACSA and/or the District may exercise its right to cancel services or deliverables not yet provided with 30 business days’ advance written notice to the other Party. In the case that services are cancelled or the scope of work is less than anticipated, the cost for services rendered at the time of notification by the District to Co-Directors will be determined as follows: All costs associated with Targeted Assistance with ACSA consultant **Carmella Franco**. ASCA will provide a detailed description of services rendered and the time completed to render such service.

#### **PROJECT CHANGE REQUEST (PCR)**

- Both Project Managers will review the proposed change and approve or reject it. ACSA’s Co-Directors and the District will mutually agree upon any charges for such changes. The Parties will review the impact of the proposed change and, if mutually agreed, a PCR will be executed. A written PCR must be signed by both Parties to authorize implementation of any changes.

#### **PAYMENT**

This engagement will be conducted on a **flat fee** between ACSA and the San Mateo County Office of Education. The total value for the consultant services and expenses pursuant to this Memorandum shall be **\$2,500 (Year 2)** unless otherwise agreed to by both Parties. Services provided (listed above) at the following rates:

#### **April 1, 2019 – June 2020**

Hours/Days to be rendered will be :

- Year 1 = 24 hours of Governance Advisement - paid by CCEE
- Year 2 = 24 hours of Governance Advisement - half paid by CCEE &  
- half paid by COE (\$2,500)

- Site visits: May be counted as 8 hrs by consultant to cover time and travel, etc.

**Total Contract:** For 2019-20 Year 2 services will be billed within 30 days of completion of governance advisement services are completed.

## **INVOICING**

District will be invoiced within 30 days of completion of governance advisement services are completed. Standard Contractor invoicing is assumed to be acceptable. Invoices are due upon receipt.

ACSA will be responsible for consultant reimbursement for travel and out-of-pocket expenses in connection with performance of this proposal. COE will not be billed for any additional costs beyond the \$2500, unless a prior agreement has been completed with a (PCR) specifying the amended value and additional support.

Invoices shall be submitted to the address indicated above within 15 days of receipt. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. ACSA shall provide District with sufficient details to support its invoices, including time worked for services performed, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% (five percent) penalty per calendar month.

## **TERM**

The term of this Memorandum shall be from April 1, 2019 through June 30, 2020. (Year 1 being April 1, 2019 – June 30, 2019 and Year 2 being July 1, 2019 – June 30, 2020.)

## **AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**

This Memorandum may be amended or modified at any time in writing by mutual consent of both Parties. In addition, the Memorandum may be cancelled by either party with thirty (30) days' advance written notice with the exception there is a material and significant breach of any of the provisions contained herein, in the event of said breach, this Memorandum may be cancelled upon delivery of written notice to the other Party.

IN WITNESS WHEREOF, the Parties have duly approved and executed this Memorandum on the day and year above written.

Ravenswood City School District

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Gina Sudaria, Superintendent RCSD

San Mateo County Office of Education

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Nancy Magee, Superintendent SMCOE

Association of CA School Administrators

Date: 9/19/19

  
\_\_\_\_\_  
Frank Adelman or Trudy Arriaga, Targeted Assistance

Association of CA School Administrators

Date: 9-19-19

  
\_\_\_\_\_  
Margaret Arthofer, ACSA Senior Director, Ed. Services