



“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

Gina Sudaria

Interim Superintendent

Memorandum of Understanding

BETWEEN

Ravenswood City School District

AND

Global Kindness Initiative

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***Global Kindness Initiative***. 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 a 6 hour staff training, around issues of Social-Emotional Learning and Restorative Practices.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

GKI will provide an engaging 6 hour training for educators and supporting staff around Restorative Practices and Social-Emotional Learning education. All participants will receive an intro to best practices in cutting edge pedagogy, along with experiential exercises and resources which can be immediately implemented with youth.

II. TERMS OF UNDERSTANDING

This agreement is effective on October 23rd, 2019 and will remain in effect until January 7th, 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

The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between *and RCSD* for the development of a strategic plan for serving Ravenswood students.

The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.

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.

IV. ***Global Kindness Initiative LLC***

- A. ***Global Kindness Initiative*** agrees to provide stated service 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
- B. ***(Global Kindness Initiative)*** agrees to collaborate with the Director of Student Services and/or District Summer Program Coordinator and other RCSD staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting.
- C. ***(Global Kindness Initiative)*** agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. ***(Global Kindness Initiative)*** agrees that services provided by ***(Global Kindness Initiative)*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***(Global Kindness Initiative)*** primary oversight.
- E. ***(Global Kindness Initiative)*** staff will ensure that there is **20:1 student to supervisory¹ staff ratio** at all times.
- F. ***(Global Kindness Initiative)*** will ensure that all staff in a supervisory position within the 20:1 ratio will fulfill the requirements for an instructional aid status (NCLB compliant) as listed below:
 - 1. have an AA or BA degree or
 - 2. have 48 semester or 72 quarter college units or
 - 3. Have a passing status on the Instructional Aid Exam administered by RCSD.
- G. ***(Global Kindness Initiative)*** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. ***(Global Kindness Initiative)*** agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Director of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.

¹ Supervisory is defined as any one adult on school grounds in charge of 20 students or less, regardless of their status as an employee or volunteer.

- I. ***(Global Kindness Initiative)*** agrees that when its interns and volunteers are utilized, staff from ***(Global Kindness Initiative)*** will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.
- J. ***(Global Kindness Initiative)*** 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. ***(Global Kindness Initiative)*** will provide RCSD with written verification that program staff has been cleared.
- K. ***(Global Kindness Initiative)*** 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. ***(Global Kindness Initiative)*** will provide RCSD with written verification that program staff has been cleared.
- L. ***(Global Kindness Initiative)*** 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.
- M. ***(Global Kindness Initiative)*** 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, Director of Curriculum & Instruction, and ***(Global Kindness Initiative)*** management representatives.

VI. **NON-DISCRIMINATION**

(Global Kindness Initiative) 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:

(Global Kindness Initiative)

Ryan McCarthy
Executive Director
ryan@kindus.org
3003 23rd St.
San Francisco, CA 94110

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

Copy to:

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

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

(Global Kindness Initiative)



Executive Director

10/23/19

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *(Global Kindness Initiative)*

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