



"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District

ADMINISTRATIVE OFFICE

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Gina Sudaria

Interim Superintendent

Memorandum of Understanding BETWEEN Ravenswood City School District AND Rape Trauma Services

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **Rape Trauma Services**. 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 *Respecting Boundaries*, an interactive series of workshops focused on preventing gender-based bullying and sexual harassment for students at Ravenswood Middle School. This skills-based workshop uses core components from the evidence-based Shifting Boundaries curriculum. In addition to implementing a prevention and education program for students, Rape Trauma Services will provide professional workshops for staff and parents.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

Rape Trauma Services educators are certified sexual assault peer counselors with the State of California, which includes a LiveScan background check. RTS maintains professional ethical boundaries as outlined by the California Department of Public Health, and are therefore subject to all mandated reporting laws. Peer Counselors cannot provide services to students, families, or staff who may pose a conflict of interest. Youth who cannot be seen due to caseload, appropriateness, or boundary constraints will be provided referrals to community providers.

Rape Trauma Services educators will provide the following suite of services as requested by the District. Services will be provided within the educator's regularly scheduled period of work.

For Students:

Prevention & Education Program (2 sessions for each grade level)

- Practice establishing and communicating boundaries
- Learn skills around identifying feelings
- Develop understanding on the impacts of harassment and bullying
- Feel empowered with ways they can help create safer environments in their school communities

For Staff:

Professional Workshops

- Consent & trauma basics
- Supporting survivors and handling disclosures
- Human trafficking and commercially sexually exploited children (CSEC) per the 2017 CA Human Trafficking Prevention Education and Training Act

For Parents and Community

- Presentations/Workshops

Rape Trauma Services provides ongoing supervision and training that is mandatory for all staff in order to maintain their credentials. A schedule of these meetings will be provided to the school staff.

II. TERMS OF UNDERSTANDING

This agreement is effective on 02/14/2020 and will remain in effect until June 30th, 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 prevention education workshops for students, as well as professional workshops for staff and parents.

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

C. The DISTRICT agrees that District staff will help facilitate the process to gain access to program needs such as appropriate confidential 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.

E. The DISTRICT 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 Aide Exam administered by RCSD.

RCSD agree to the reporting process outlined in Appendix A.

IV. Rape Trauma Services OBLIGATIONS

A. Rape Trauma Services agrees to provide stated service as in Section I to the school(s) 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 Rape Trauma Services.

B. Rape Trauma Services 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. Rape Trauma Services agrees to provide DISTRICT with a schedule and calendar of Tier 1 workshops for students, staff and parents of Ravenswood Middle School.

D. Rape Trauma Services agrees that services provided by pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to Rape Trauma Services primary oversight.

- E. Rape Trauma Services staff will ensure that there is **20:1 student to supervisory¹ staff ratio** at all times.
- F. Rape Trauma Services agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- G. Rape Trauma Services agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Director of Student Services and/or other District Staff in the planning and coordination of these events.
- H. Rape Trauma Services 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. Rape Trauma Services will provide RCSD with written verification that program staff has been cleared.
- I. Rape Trauma Services 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. Rape Trauma Services will provide RCSD with written verification that program staff has been cleared.
- J. Rape Trauma Services 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.
- K. Rape Trauma Services 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.
- L. Rape Trauma Services agrees that at least one representative participates in DISTRICT mental health monthly meetings focusing on data reports, progress and next steps, and that all therapists attend bi-monthly meetings/check-in with designated school administrator on campus.

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, and Rape Trauma Services management representatives.

VI. NON-DISCRIMINATION

Rape Trauma Services 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.

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.

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:

**Rape Trauma Services
1860 El Camino Real #406
Burlingame, CA 94010
www.rapetraumaservices.org**

**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**

Copy to:

**Cindy Chin
Ravenswood City School District
2120 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

Rape Trauma Services

Gary Abram

Executive Director

Feb 5, 2020

Date

Emily Abrams

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *Rape Trauma Services*

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