

“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 The Literacy and Language Collaborative

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **The Literacy and Language Collaborative**. 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 (INSERT INFORMATION)

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

The Literacy and Language Collaborative will provide Literacy Professional Development to TK-5 staff in the Ravenswood City School District in the 2020-2021 school year. Staff Developers for the Literacy and Language Collaborative are Lucía Rocha-Nestler and Jennifer Russo. Lucía Rocha-Nestler was a dual language teacher in the San Francisco Bay Area for many years before joining the project. She has pioneered the implementation of Reading and Writing Workshop in Spanish in schools across the pacific northwest and elsewhere. Lucía was a faculty member at the Stanford Graduate School of Education STEP program. She holds a masters degree in bilingual teaching from the University of California at Santa Cruz and a Master of Education in Education Leadership from Teachers College. Jennifer Russo began her career teaching in New York City working specifically with students with IEP's and with ELL's. As a staff developer, she supports schools in New York City and across the country. Jen enjoys working alongside administrators, coaches, and lead teachers to develop school wide goals to improve student achievement and teacher practice. She is a co-author of *The How-To Guide for Nonfiction Writing, Grade 2*.

Lucía and Jen are uniquely qualified to facilitate professional development for Ravenswood staff due to their extensive backgrounds working with students with diverse needs such as English Learners, students with special needs, and Dual Immersion programs; in Balanced Literacy; and with the Teachers College Reading and Writing Project. Professional Development to be delivered includes:

1. Homegrown Balanced Literacy Institute for General Education Teachers, Special Education Teachers, Literacy Coaches, and Principals: 5 days in August 2020
2. Homegrown Institute for Literacy Coaches, Dual Immersion Teachers, and District Leadership: 5 days in August 2020
3. 20 days of on-site Staff Development across the school year for 3 schools (60 days total)

II. TERMS OF UNDERSTANDING

This agreement is effective on **February 28, 2020** and will remain in effect until **June 30, 2021**, 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 the professional development. The administrator will perform, but is not limited to, the following functions:
- Regular communication with Lucia and Jen of The Literacy and Language Collaborative
 - Arranging schedules and logistics prior to professional development delivered
 - Communicating with district staff including site principals and teachers regarding professional development to be delivered
- B. 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.
- 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 agree to the reporting process outlined in Appendix A.

IV. The Literacy and Language Collaborative

- A. The Literacy and Language Collaborative 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 The Literacy and Language Collaborative (e.g. field trips, etc.).
- B. The Literacy and Language Collaborative agrees to collaborate with the Director of Curriculum & Instruction and other RCSD staff in providing timely programming updates, accountability reports, and other unspecified reporting.
- C. The Literacy and Language Collaborative agrees that services provided by The Literacy and Language Collaborative pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to The Literacy and Language Collaborative primary oversight.
- D. The Literacy and Language Collaborative agrees to provide the DISTRICT with a schedule and calendar of 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.
- E. The Literacy and Language Collaborative 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. The Literacy and Language Collaborative will provide RCSD with written verification that program staff has been cleared.
- F. The Literacy and Language Collaborative 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. The Literacy and Language Collaborative will provide RCSD with written verification that program staff has been cleared.
- G. The Literacy and Language Collaborative 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.

H. The Literacy and Language Collaborative 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 Curriculum & Instruction, and The Literacy and Language Collaborative management representatives.

VI. **NON-DISCRIMINATION**

The Literacy and Language Collaborative 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:

The Literacy and Language Collaborative
Lucia Rocha-Nestler and Jennifer Russo
jenandlucia@gmail.com

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

Copy to:

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

Copy to:

Chief Business Official, 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.

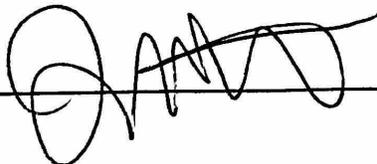
On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

RAVENSWOOD CITY SCHOOL DISTRICT

Gina Sudaria, Interim Superintendent

Date

The Literacy and Language Collaborative

 _____
JENNIFER
RUSSO

2/23/20

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and Literacy and Language Collaborative

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



THE
Literacy and Language

— COLLABORATIVE —

ACCESS FOR ALL LEARNERS

February 5, 2020

Commitment Letter for Summer Services 2020

Commitment Letter for School Year Services 2020-21

Event: 2020-2021 Summer Homegrown and School Year PD

Proposed Dates/Days:

1. August 3-7, 2020 Homegrown #1
2. August 10-14, 2020 Homegrown #2
3. 20 days of on-site Staff Development across school year, for 3 schools (60 days total)

Breakdown of Costs:

1. Homegrown 1&2: 10 days at \$3000 per day (includes all travel costs) for 2 staff developers = **\$60,000**
2. 20 days of on-site Staff Development per school (60 days total) at \$2500 per day (includes all travel costs) = **\$150,000**

Total Cost: \$210,000

This letter describes school year 2020-2021 quote between Jen Russo/Lucía Rocha-Nestler and Ravenswood School District for professional development services to be rendered by Jen and Lucía to the district. The specific arrangements outlined here were developed over the past weeks through conversations between Jen and Lucía and staff and district personnel.

Please review the contract for important information regarding your services.

Payment

We send our billing statements after each service rendered, and will expect payment within 6 weeks of receiving invoice. After 6 weeks, a 10% late fee will be added to your invoice.

Cancellations

Once you sign this contract, we will reserve time to work with you. If, at a later date, budgetary or other constraints make it necessary for you to rescind on this agreement then; You will be charged for any non-refundable expenses. We will work together to reschedule the visit if at all possible. If the cancellation occurs after the staff development consultant has departed for the scheduled visit due to a force majeure (such as, but not limited to a public emergency or calamity i.e.: snowstorm, blizzard, war, strike, fire) there will be a 50% fee for the scheduled visit to compensate for the loss of work.

We assume that you share our commitment to making this work productive so that it makes a difference in your schools. If we determine the constraints are such that we are unable to provide high level of teacher education, we reserve the right to cancel further work in your schools. In such case, we will be available for discussion; however, the situation will have to be remedied to our mutual satisfaction in order for us to continue the work.

Jen Russo and Lucía Rocha-Nestler shall, to the maximum extent permitted by law, defend, indemnify and hold harmless the District, its officers, employees and agents from and against any and all suits, judgments, claims, damages, losses or expenses including but not limited to attorneys' fees and litigation costs arising out of or relating to the performance of Jen and Lucía's services.

This agreement is subject to the approval of the Ravenswood School District.

If the information in this letter is correct, please sign this letter and return it to Jen and Lucía. If there is a discrepancy between the specific details in this letter and your understanding of our agreement, please call or email Lucía at: (831) 840-3086 or email us at jenandlucia@gmail.com

We look forward to working together!

Kindly,
Jen Russo and Lucía Rocha-Nestler

Jen Russo and Lucía Rocha Nestler Professional Contract

This agreement dated on this _____day of _____ by and between Ravenswood School District and Jen Russo/Lucía Rocha-Nestler.

The parties hereby agree to the terms, provisions and conditions of this agreement as stated:

Signed by _____ Date _____

Title: _____