



“OUR CHILDREN – OUR FUTURE”

Ravenswood City School District

ADMINISTRATIVE OFFICE

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Board Members:

Ana Maria Pulido, President
Sharifa Wilson, Vice President
Stephanie Fitch, Clerk
Marielena Gaona- Mendoza, Member
Tamara Sobomehin, Member

Gina Sudaria

Interim Superintendent

Memorandum of Understanding

BETWEEN

Ravenswood City School District

AND

Second Harvest of Silicon Valley

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***Second Harvest of Silicon Valley***. 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 weekly Community Free Market held at the campus of Ravenswood Middle School.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

See attached Second Harvest of Silicon Valley Program Agreement

II. TERMS OF UNDERSTANDING

This agreement is effective on **August 1, 2020** and will remain in effect until **July 31, 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 food distribution program. The administrator will perform, but is not limited to, the following functions:

See attached Second Harvest of Silicon Valley Program Agreement

- 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. ***Second Harvest of Silicon Valley***

- A. ***Second Harvest of Silicon Valley*** 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 ***Second Harvest of Silicon Valley*** (e.g. field trips, etc.).
- B. ***Second Harvest of Silicon Valley*** agrees to collaborate with the Director of Student Services and/or District Summer Program Coordinator and other RCSD staff in providing timely, programming updates, accountability reports, and other unspecified reporting.
- C. ***Second Harvest of Silicon Valley*** agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. ***Second Harvest of Silicon Valley*** agrees that services provided by ***Second Harvest of Silicon Valley*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***Second Harvest of Silicon Valley*** primary oversight.
- E. ***Second Harvest of Silicon Valley*** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- F. ***Second Harvest of Silicon Valley*** 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.
- G. ***Second Harvest of Silicon Valley*** 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 ***Second Harvest of Silicon Valley*** management representatives.

VI. **NON-DISCRIMINATION**

Second Harvest of Silicon Valley 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:

Bruno Pillet 06-08-2020

Second Harvest of Silicon Valley
Bruno Pillet
Vice President of Programs
750 Curtner Avenue
San Jose, CA 95125

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

Second Harvest of Silicon Valley

Bruno Pillet, Vice President of Programs

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *Second Harvest of Silicon Valley*

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