



"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

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 twice a month Community Free Market held at the campus of Costano Elementary 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, 2019** and will remain in effect until **July 31, 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 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:

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:

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

Copy to:

Assistant Superintendent 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

7/22/2019

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...)



SECOND HARVEST FOOD BANK

of SANTA CLARA and SAN MATEO COUNTIES

Providing food for people in need in our community.

WWW.SHFB.ORG

RAVENSWOOD CITY SCHOOL DISTRICT AGREEMENT

Revised October 2017

Second Harvest Food Bank of Santa Clara and San Mateo Counties ("SHFB") collaborates with organizations in making food available to people in need in Santa Clara and San Mateo Counties. To that end, SHFB and _____ ("Ravenswood City School District") hereby agree to the following:

Second Harvest Food Bank Responsibilities:

1. SHFB will provide products to Ravenswood City School District in quantities and assortments and at times as SHFB and Ravenswood City School District agree.
2. SHFB will use the donated area during the agreed scheduled distribution time.
3. SHFB staff will monitor the Ravenswood City School District's activities on a regular basis as SHFB determines appropriate. All volunteers and Ravenswood City School District participants must adhere to established guidelines in order to participate at the Ravenswood City School District location. If an incident occurs with a volunteer or participant, SHFB staff will notify the reporting agent as to what action has taken place on the reported issue(s).
4. SHFB will work cooperatively with and provide assistance to Ravenswood City School District including support and training about client eligibility guidelines, safety, and other matters as SHFB determines is appropriate. Each Ravenswood City School District will have a volunteer Site Lead who will be assigned to assure that the operation goes smoothly. (The exception will be satellite sites or Ravenswood City School Districts where the staff of the location takes over this responsibility.)

Ravenswood City School District Responsibilities:

1. Ravenswood City School District will make a site available, at no charge to SHFB, as a distribution location on an agreed schedule for distribution of food to eligible clients. SHFB and Ravenswood City School District may change the dates and hours of distribution upon advance mutual agreement. The site at all times must be accessible by delivery truck and have room for tables, pallets and food recipients.
2. Ravenswood City School District will distribute food only to persons who meet SHFB eligibility criteria and who otherwise are low-income, needy, ill, or infant individuals for use in Santa Clara or San Mateo counties. Ravenswood City School District will not charge recipient for food. Ravenswood City School District will distribute the food on a first-come, first-serve basis or by appointment, and take reasonable steps to ensure that each recipient receives an appropriate supply. Ravenswood City School District will distribute leftover food accordingly as defined by SHFB.
3. Ravenswood City School District will not require any individual to participate in religious activities (such as attending religious services, prayer, or counseling sessions) in order to receive SHFB products.
4. Ravenswood City School District site should be free of hazards. Ravenswood City School District site must properly display emergency exits and safety protocols and fire extinguishers must be located on site and inspected regularly.
5. Ravenswood City School District will consolidate all excess product, trash, cardboard etc. at the end of distribution, if necessary, for pickup by SHFB.

NEED FOOD? 1-800-984-3663 / WANT TO DONATE? 1-866-234-3663

CYPRESS CENTER
4001 North First Street
San Jose, CA 95134
T 408-266-8866
F 408-266-9042

CURTNER CENTER
750 Curtner Avenue
San Jose, CA 95125
T 408-266-8866
F 408-266-9042

BING CENTER
1051 Bing Street
San Carlos, CA 94070
T 650-610-0800
F 650-610-0808



SECOND HARVEST FOOD BANK

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6. **Ravenswood City School District Staff and Volunteers** will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran. Any person who believes he or she has been discriminated against in any activity should contact their Ravenswood City School District Manager at (408) 266-8866 or (650) 610-0800.
7. **Ravenswood City School District Staff and Volunteers** will not sell, barter, or exchange **SHFB** products for money, property, or services. **Ravenswood City School District Staff and Volunteers** may not require or accept from recipients any donations in conjunction with, as a condition of, or in relation to the receipt of **SHFB** products. **Ravenswood City School District Staff and Volunteers** will not transfer **SHFB** products to another organization without first obtaining consent from **SHFB**.
8. As required by the Ravenswood City School District type, **Ravenswood City School District** will maintain appropriate storage space and otherwise take actions to ensure food and other products received from **SHFB** remain in good condition from time of receipt to distribution. **Ravenswood City School District Staff and Volunteers** will observe safe and proper handling practices of all product, which conforms to all local, state and Federal regulations.
9. **Ravenswood City School District** will send a representative to attend all meetings as scheduled or requested by **SHFB**.
10. **Site Leads** will train volunteers on site-specific safety procedures and what to do in an emergency.
11. As required by the Ravenswood City School District type, **Site Lead, Ravenswood City School District Staff or Volunteers** will collect information and maintain appropriate records of its activities under this Agreement, including, without limitation, information about (i) the number of households and individuals served and (ii) volunteer participation, hours worked and contact data. **Ravenswood City School District** will retain these records for at least 3 years and make them available for review by **SHFB** upon reasonable request.
12. **Ravenswood City School District** will submit all required reporting to **SHFB** in a timely manner including submission, within seven (7) days following the end of each month, a monthly count of unduplicated individuals served during that month.
13. The **Site Lead, Ravenswood City School District Staff or Volunteers** will contact **SHFB** immediately if there are perceived problems with the distribution, participants, and/or volunteers, any theft or other loss or any receipt of any claims or reports of illness relating to **SHFB** products. Please address questions or concerns to your Partnership Manager.
14. **Ravenswood City School District Staff and Volunteers** will comply with all laws, regulation and ordinances, and will comply with all organizational and client eligibility, operational, record keeping, or any other **SHFB** or Feeding America requirements, that relate to **Ravenswood City School District's** activities under this Agreement.
15. **Ravenswood City School District** will perform and verify that a national background check has been passed by any and all **Ravenswood City School District Staff and Volunteers** with direct repetitive contact with children. Direct repetitive contact is defined as three or more occurrences of contact with children during an academic year where their parent or legal guardian is not present.

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F 408-266-9042

CURTNER CENTER
750 Curtner Avenue
San Jose, CA 95125
T 408-266-8866
F 408-266-9042

BING CENTER
1051 Bing Street
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T 650-610-0800
F 650-610-0808



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1. SHFB may during normal business hours and without notice inspect and monitor the **Ravenswood City School District** and all facilities used by **Ravenswood City School District** regularly in carrying out its activities under this Agreement. This does not impose any duty on SHFB to inspect any **Ravenswood City School District** facility or assume any liability of any kind arising from inspecting or not inspecting any facility.
2. Any outside group/organization wishing to distribute materials and/or make presentations at the **Ravenswood City School District** site during the SHFB distribution must get advance written permission from SHFB.
3. No food other than that provided by SHFB may be distributed during this time.
4. **Ravenswood City School District** and SHFB will maintain appropriate liability insurance. Parties will provide to each other upon request a Certificate of insurance confirming this coverage and naming the other party as additional insured.
5. Parties will indemnify, defend, and hold the other party harmless from and against any and all claims, liabilities, losses, damages, and expenses, including without limitation, claims arising from death or personal injury, taxes, and attorneys' fees and expert witness costs, arising from or in relation to: (i) any breach of its obligations under this Agreement; or (ii) any other act or omission by Party. Parties will have no obligation to indemnify the other party to the extent the liability is caused by the other party's gross negligence or willful misconduct.
6. **Ravenswood City School District** and SHFB are independent contracting parties and separate legal entities. This Agreement is not intended to and does not create a partnership, joint venture, employment, fiduciary, control or similar relationships for any purpose. Neither party has the power or authority to bind or obligate the other to a third party or commitment in any manner.
7. This Agreement is the entire agreement between SHFB and **Ravenswood City School District** and supersedes prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing, and communications between SHFB and **Ravenswood City School District** relating to the same subject matter.
8. This Agreement may be amended only as stated in writing, signed by both parties, which states that it is an amendment to this Agreement.
9. This Agreement may be terminated (i) by the written consent of **Ravenswood City School District** and SHFB at any time, or (ii) by either party upon 30 days' written notice to the other party. SHFB may terminate this Agreement immediately if **Ravenswood City School District** dissolves, liquidates, ceases to engage in its operations, breaches any terms of this Agreement or makes any false statement to SHFB. Such a termination will be effective upon delivery by SHFB to **Ravenswood City School District** of a notice to that effect.

This agreement will be in effect from July 1, 2019 until revoked, in writing, by either party.

Second Harvest Food Bank of
Santa Clara and San Mateo Counties:

Signature: B. Pillet

Name: Bruno Pillet

Title: Vice President Programs & Services

Date: 7/22/2019

Representative of the Ravenswood City School District:

Signature: _____

Name: _____

Title: _____

Date: _____

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