



"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

Samaritan House

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***Samaritan House***. 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 collaborative services.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

The purpose of the collaboration is to provide access to various services that support basic needs of the school population (students, student families and faculty/staff). Samaritan House is a private nonprofit organization that provides a variety of services to assist low or no income households in overcoming the hardships of financial deprivation, and to assist them in improving their economic situations. Samaritan House also serves as the County designated Core Service Agency for East Palo Alto and Menlo Park.

Services generally available include, but are not limited to: food (not prepared under Federal guidelines), housing support and access to shelter, clothing and supplies for children, health care for adults, financial assistance and financial empowerment, and holiday programs. Such services are provided on a nondiscriminatory and a free basis to clients in the community who may meet various eligibility requirements, either directly by Samaritan House staff and/or volunteers, or indirectly through collaborating agencies and institutions. Type, volume, schedule, and location of such services will be by mutual agreement of Samaritan House and the District.

Samaritan House requires that the District publicize availability of such services to the school population and in delivery of such services to give public credit to Samaritan House for its work.

The District agrees to provide Samaritan House on a basis to be mutually determined the level of personal identifiable information or household demographic information as may be required by Samaritan House to satisfy its own contractual, operational or funding requirements; and Samaritan House agrees to provide appropriate safeguards for such information within the requirements of the law, its contract with the County of San Mateo for Core Services, and the District's requirements.

II. TERMS OF UNDERSTANDING

This agreement is effective on **July 1, 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 collaborative services with Samaritan House. The administrator will perform, but is not limited to, the following functions:
 - 1) Data collection and provision;
 - 2) Providing access to facilities as needed;
 - 3) Communication of any kind related to services;
 - 4) Facilitation of meetings between student families and Samaritan House;
 - 5) Liaison between District schools, families, and Samaritan House.
- 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.
- E. The DISTRICT will provide professional development to assist _____ in aligning _____ to the DISTRICT Common Core curriculum. (INCLUDE ONLY IF APPLICABLE) **Not applicable.**
- F. The DISTRICT will provide student report card and student progress information to _____ for instructional placement. (INCLUDE ONLY IF APPLICABLE) **Not applicable.**

RCSD agree to the reporting process outlined in Appendix A.

IV. *Samaritan House*

- A. *Samaritan House* 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 *Samaritan House* (e.g. field trips, etc.).
- B. *Samaritan House* 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. *Samaritan House* agrees to work with RCSD Child Nutrition Services for any food service needs. **Not applicable, as Samaritan House will not be providing meals under contract that might require adherence to strict Federal nutrition guidelines.**
- D. *Samaritan House* agrees that services provided by *Samaritan House* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to *Samaritan House* primary oversight.
- E. *Samaritan House* staff will ensure that there is **20:1 student to supervisory¹ staff ratio** at all times. **Not applicable.**
- F. *Samaritan House* 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. **Not Applicable**

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.

- G. *Samaritan House* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. *Samaritan House* agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Assistant Superintendent of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.
- I. *Samaritan House* agrees that when its interns and volunteers are utilized, staff from *Samaritan House* will be responsible for their training, supervision, TB testing, and background clearance via Intellicorp.
- J. *Samaritan House* 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. *Samaritan House* will provide RCSD with written verification that program staff has been cleared.
- K. *Samaritan House* agrees to ensure that all program staff that will be on school property has proof of background clearance via Intellicorp. *Samaritan House* will provide RCSD with written verification that program staff has been cleared.
- L. *Samaritan House* 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. *Samaritan House* 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 *Samaritan House* management representatives.

VI. **NON-DISCRIMINATION**

Samaritan House 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:

Samaritan House

Bart A. Charlow
Chief Executive Officer
4031 Pacific Blvd.
San Mateo, CA 94403
(650) 341-4081
bart@samaritanhousesanmateo.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

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

Samaritan House

Bart A. Charlow, CEO

Bart A. Charlow, CEO

6/15/2020

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *Samaritan House*

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