

“OUR CHILDREN – OUR FUTURE”

Ravenswood City School District

ADMINISTRATIVE OFFICE

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Ms. Gina Sudaria

Superintendent

Memorandum of Understanding BETWEEN

Ravenswood City School District

AND

Canopy and Environmental Volunteers

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **Canopy and Environmental Volunteers (EV)**. 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 educational programs aligned to Common Core Standards and Next Generation Science Standards requested by district teachers to all classes in the grades listed below.

NOTE: Given the complications posed by COVID-19 and the prospect of potential shifts between in-person and remote learning, all parties acknowledge the difficulties in planning an MOU that will be accurate and achievable for this entire year, and agree to grant one another greater flexibility in meeting the provisions detailed below. As such, the articles belonging to “description of services and purpose of collaboration” may be subject to revision as new statewide and district-wide measures are established.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

The Ravenswood City School District aims to ensure the following, **to the extent that circumstances allow:**

1. Every class in the 2nd and 4th grades at all elementary schools in the district will accept two educational programs selected by RCSD teachers provided by Canopy. Program length and manner of distribution (e.g. synchronous vs. asynchronous) to be chosen by RCSD, based upon current COVID-19 educational measures.
2. The 4th and 5th grades students in the after-school program at the Belle Haven school will accept the educational program(s) selected by RCSD teachers provided by Canopy, should on-site after-school programs by community-based partners be permitted in the spring.
3. The 4th and 5th grades students in the after school program at the Los Robles school will accept the educational program(s) selected by RCSD teachers provided by Canopy, should on-site after-school programs by community-based partners be permitted in the spring.
4. Every class in the 4th and 5th grades at all elementary schools in the district will accept the educational program(s) selected by RCSD teachers provided by EV.
5. One teacher in each grade level each year will serve as the lead contact and will coordinate arrangements with all teachers in that grade.
6. The principal at each school will provide a contact list of participating teachers for each grade with their names, emails, and phone numbers.
7. Since grant funding covers these programs, RCSD agrees to assist Canopy and EV in completing grant requirements (including evaluation surveys for each program to be completed by each teacher no later than 30 days following the programs).
8. RCSD teachers will provide Canopy and EV with the necessary registration information to facilitate the delivery of these programs.
9. The RCSD will provide ESL training of some form to Canopy and EV.

Canopy and EV agree to uphold the following, **to the extent that circumstances allow:**

1. To deliver the educational programs requested by RCSD teachers to all classes in the requested grades.

2. To provide these programs in line with the requirements of the grant funding.
3. To assist RCSD teachers in understanding the alignments between these programs and Common Core and Next Generation Science Standards.
4. To provide RCSD teachers with supplementary science resources should any of them be so interested.

II. **TERMS OF UNDERSTANDING**

This agreement is effective on **August 26, 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. Should more revisions be necessary due to educational measures related to COVID-19, all parties agree to allow for more frequent change.

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 Canopy and EV educational programs. The administrator will perform, but is not limited to, the following functions:
 - Act as liaison between school sites and Canopy and EV.
 - Assist Canopy and EV in completing grant requirements (including evaluation surveys for each program to be completed by each teacher no later than 30 days following the programs).
- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between Canopy, EV, 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 Canopy and EV in aligning educational programs to the DISTRICT Common Core curriculum.

RCSD agree to the reporting process outlined in Appendix A.

IV. **CANOPY and ENVIRONMENTAL VOLUNTEERS**

- A. Canopy and EV agree 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 Canopy and EV (e.g. field trips, etc.).
- B. Canopy and EV agree 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. Canopy and EV agree to work with RCSD Child Nutrition Services for any food service needs.

- D. Canopy and EV agree that services provided by Canopy and EV pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to Canopy and EV primary oversight.
- E. Canopy and EV staff will ensure that there is **20:1 student to supervisory¹ staff ratio** at all times, or whatever ratio is mandated by COVID-19 educational measures at the time.
- F. Canopy and EV 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.
- G. Canopy and EV agree to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. Canopy and EV agree 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. Canopy and EV agree that when its interns and volunteers are utilized, staff from Canopy and EV will be responsible for their training, supervision, TB clearance, fingerprinting, federal criminal background check, and of ensuring that such person fulfills all district requirements for instructional aid status if this person is in a supervisory position within the 20:1 student to staff ratio.
- J. Canopy and EV agree 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. Canopy and EV will provide RCSD with written verification that program staff has been cleared.
- K. Canopy and EV agree 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. Canopy and EV will provide RCSD with written verification that program staff has been cleared.
- L. Canopy and EV agree 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. Canopy and EV 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 Canopy and EV management representatives.

VI. NON-DISCRIMINATION

Canopy and EV 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,

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.

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:

Canopy

Catherine Martineau
Executive Director
3921 East Bayshore Road
Palo Alto, CA 94305
650-964-6110
Catherine@Canopy.org

Environmental Volunteers

Elliott Wright
Executive Director
2560 Embarcadero Road
Palo Alto, CA 94305
650-493-8000
Elliott@EVols.org

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:

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.

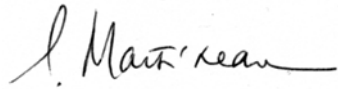
On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

RAVENSWOOD CITY SCHOOL DISTRICT

Ms. Gina Sudaria, Superintendent

Date

Canopy



August 17, 2020

Catherine Martineau, Executive Director

Date

Environmental Volunteers



August 17, 2020

Elliot Wright, Executive Director

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and Canopy and Environmental Volunteers (EV)

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