



“OUR CHILDREN – OUR FUTURE”

Ravenswood City School District

ADMINISTRATIVE OFFICE

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Board Members:

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Ms. Gina Sudaria
Superintendent

Memorandum of Understanding BETWEEN Ravenswood City School District AND Reading Partners

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **Reading Partners**. 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 Reading Partners Literacy Support Programming

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

- A. School seeks to provide its students with additional individualized reading intervention and to do this in a way that invests the community in students' achievement.
- B. Reading Partners provides structured, evidenced-based, volunteer tutoring programs for students.
- C. Reading Partners offers tutoring programs and other literacy resources and services for students and families.
- D. The parties desire to enter into this Agreement to develop a relationship between School and Reading Partners in order to establish literacy-related services for the School (the “**Services**”) which may be provided on-site at School (“**On-Site Services**”) and/or remotely through alternative methods of delivery, such as instruction by online, phone, or other distance learning technology (“**Remote Services**”), as agreed by the parties, to be provided by Reading Partners' staff and volunteers assigned by Reading Partners to provide the applicable Services as part of the Program .

II. TERMS OF UNDERSTANDING

This agreement is effective on 8/20/2020 and will remain in effect until 6/30/2021, 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 Reading Partners Programming. The administrator will perform, but is not limited to, the following functions:

i. Keep Reading Partners reasonably informed about School activities and announcements by providing appropriate and timely access to any relevant School scheduling changes, closures, news, staff bulletins, emails, updates and allowing designated Personnel to attend School staff meetings.

ii. Provide to Reading Partners such student demographic and assessment data as necessary for Reading Partners to (1) determine appropriateness of student placement and guide enrollment in the Program; (2) inform instruction and periodically review student progress; and (3) report in aggregate on student demographics and reading improvement. This data may include parent/guardian contact information, student name and district unique identifier (ID), English Language Learner (ELL) status, and information on student literacy and academic performance (“**School-Provided Student Information**”). If Reading Partners’ access to School-Provided Student Information requires the approval of School, School hereby consents to the release of such data to Reading Partners.

iii. Use reasonable efforts to support and assist Reading Partners’ efforts to collect parent/guardian permission forms, ensuring a timely and efficient enrollment process.

iv. Coordinate with Reading Partners to conduct brief check-ins between Personnel and School’s teachers to survey student progress every 8 weeks or at such other frequency as mutually agreed upon.

v. Offer visibility to Reading Partners by (1) providing Personnel with opportunities (in no event less than once per semester) to present the Program to School staff and the broader School community; (2) including reference to the Program in appropriate School media channels, such as School’s newsletter or website; and (3) working with Reading Partners on joint press releases or other announcements and promotion through social media.

vi. Use reasonable efforts to support Reading Partners’ efforts to (1) achieve volunteer recruitment goals and (2) achieve its fundraising goals, especially during visits to School from donors and funders.

vii. Ensure that Reading Partners is effectively incorporated into the structure of School’s campus and education platforms and that Personnel are appropriately included as partners in student achievement.

viii. Provide Personnel with copies of all applicable school policies and procedures.

ix. Provide Reading Partners with access and support services that are necessary to enable Reading Partners to effectively execute its program.

- 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. *Reading Partners*

- A. *Reading Partners*) 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 *Reading Partners*) (e.g. field trips, etc.).
- B. *Reading Partners* 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. *Reading Partners* agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. *Reading Partners* agrees that services provided by *Reading Partners* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to *Reading Partners* primary oversight.
- E. *Reading Partners* staff will ensure that there is **20:1 student to supervisory¹ staff ratio** at all times.
- F. *Reading Partners* 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. *Reading Partners* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. *Reading Partners* 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. *Reading Partners* agrees that when its interns and volunteers are utilized, staff from *Reading Partners* will be responsible for their training, supervision, TB clearance, fingerprinting, 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. Specific requirements regarding the volunteer background check is listed in Exhibit A.

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.

- J. ***Reading Partners*** agrees to ensure that all of their staff who will be on school property or work with students in person has proof of a negative skin test or chest x-ray for Tuberculosis. ***Reading Partners*** will provide RCSD with written verification that program staff has been cleared.
- K. ***Reading Partners*** agrees to ensure that all program staff that will be on school property has proof of FBI clearance. Per federal regulation (45 CFR § 2510.20), AmeriCorps members may not be considered employees of Reading Partners. As such, Reading Partners conducts criminal history checks based on the Corporation for National and Community Services' (CNCS) mandated requirements. Reading Partners utilizes the only CNCS-approved criminal history check vendors, Truescreen and Fieldprint. Results from Fieldprint only indicate a "clear" or "not clear" status based on CNCS' adjudication criteria. Truescreen is utilized solely for NSOPW (national sex offender public website) checks in the state of California. School districts may request that AmeriCorps members complete additional checks following their processes/procedures to meet their own standards. ***Reading Partners*** will provide RCSD with written verification that program staff has been cleared.
- L. ***Reading Partners*** 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. ***Reading Partners*** 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 ***Reading Partners*** management representatives.

VI. **NON-DISCRIMINATION**

Reading Partners 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:

Reading Partners

Name Patricia O'Brien
Position in organization- Executive Director
Address 600 B Valley Way, Milpitas, CA 95035
408 945-5720

Copy to:

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

patricia.obrien@readingpartners.org

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

Reading Partners



Executive Director

8/20/2020

Date

Patricia O'Brien

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *Reading Partners*

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



EXHIBIT A

- **School Year:** 2020-2021
- **School Names (3):** Belle Haven, Costano, Los Robles-Ronald McNair Academy
- **District :** Ravenswood City School District
- **School/District's Representative:** Lara Burenin
- **Program Schedule:** 9am-5pm (local time), Monday through Thursday (excluding days School is closed) TBD by school principal/Reading Partners
- **Day and month of end of Initial Term:** September 1, 2020- August 15, 2021
- **Cash Contribution/Fees:**
 - The total cash amount Schools (3) are contributing for the Current School Year is: \$25,000.
 - The cash contribution is supported through the following funding source: (Please be specific: Name/ Address of entity): [Learning Loss Mitigation Funds]
- **Program Term (tutor beginning date - tutor ending date):** September 21, 2020- May 31,2021
- **Payment Arrangement Plan:**
 - **Frequency of payment installments:** Annually
 - **Invoice Date(s):** 10/1/2020
 - **Invoice Amount:** \$25,000
 - **Payment Term:** Net 30 from date of invoice
 - **Please note that invoices will be emailed annually, unless otherwise specified.**
 - **PO or requisition number required on invoices?** Yes ☐ No ☐
 - **PO from district is required before invoicing?** Yes ☐ No ☐
- **Relevant School/District Policies:**
 - **Recurring On-Site Personnel background checks requirements:** [None.] See below
 - **Recurring On-Site Personnel medical test requirements:** [None.] See below
- **Background checks for Recurring On-Site Personnel RP Staff:** Four-part criminal history check consisting of: (1) a search of the National Sex Offender Public Website, (2) the RP staff's state of residence at the time of application, (3) the state in which such RP staff will serve/work (if different from their state of residence), and (4) an FBI criminal history check.
- **RP AmeriCorps Members:** Four-part criminal history check consisting of: (1) a search of the National Sex Offender Public Website, (2) the RP AmeriCorps state of residence at the time of

application, (3) the state in which such RP AmeriCorps will serve/work (if different from their state of residence), and (4) an FBI criminal history check.

- **RP Volunteers:** Reading Partners will conduct criminal background checks using Live Scan or Sterling Volunteers (in the event a volunteer is unable to be fingerprinted due to two or more attempts resulting in poor quality prints)
- **Financial Contact Information (please advise):**

<u>Invoicing:</u>	<u>Payment:</u>
Title:	Title:
Name:	Name:
Address:	Address:
City/State:	City/State:
Zip:	Zip:
Phone:	Phone:
Fax:	Fax:
Email address:	Email address:

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