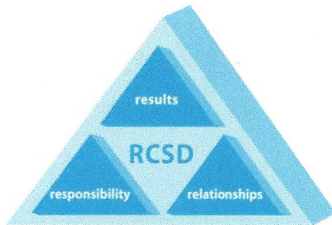


# Ravenswood City School District

## BUSINESS SERVICES

2120 Euclid Avenue, East Palo California 94303  
(650) 329-2800 Fax (650) 323-1072

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



"OUR CHILDREN – OUR FUTURE"

Ms. Gina Sudaria  
*Superintendent*

### Memorandum of Understanding BETWEEN Ravenswood City School District AND Kepler's Literary Foundation

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and **Kepler's Literary Foundation**. 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 Remote Author Partnerships to include each school site.

#### I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

A key tenet of the mission of the Ravenswood City School District is to provide a high quality instructional program that empowers students to achieve their personal best. RCSD's balanced literacy program strives to help every student see themselves as a lifelong reader and writer with a love of literacy and learning. Moving the Author Visits provided by Kepler's Literary Foundation to a remote learning model would continue the direct support of this aspect of the RCSD mission, by continuing to engage Ravenswood students with an inspiring literary experience.

Kepler's Literary Foundation is a 501(c)(3) nonprofit organization formed in partnership with Kepler's Books, a well-known independent bookstore in Menlo Park, CA. Every year Kepler's Literary Foundation produces 50 youth literary events and over 30 events in schools reaching thousands of students. These programs received national recognition when Kepler's won the Lucile Micheels Pannell Award in 2008 for excellence in bringing books and young people together, responsiveness to community needs, and an understanding of young readers.

The Kepler's staff has years of experience producing literary events in schools and regularly collaborate with leading local, national and international writers of children's books. They know from experience that these writers are thrilled about the opportunity to meet and discuss books and writing with kids who rarely get such an opportunity.

Kepler's Literary Foundation is committed to supporting the Ravenswood City School District goal of fostering student engagement in literacy and aims to ignite a passion for reading and writing in young students. Given the uncertainty caused by the COVID pandemic KLF will partner with authors to create videos that allow for flexible delivery as learning models change throughout the school year.

In the seventh year of collaboration, Kepler's Literary Foundation needed to reimagine literary events in the Ravenswood School District during the 2020-2021 school year. The year has begun with remote learning and we don't know when the kids will be able to return to their classrooms. Over the years we

have brought outstanding writers face-to-face with young readers to discuss the importance and power of storytelling. The writers and the students delve into what inspires someone to write, how to harness their imagination, how to create characters in a story, and reinforce that everyone has a story to tell. We have seen time and again how our literary programs in schools spark imaginations and can turn reluctant readers into avid readers, and struggling writers into inspired writers. We wanted an opportunity to continue having a positive impact, provide continuity of author support for Ravenswood students and a chance to help with student engagement in remote learning.

The target population of this proposal is all Ravenswood students, TK through 8<sup>th</sup> grade. We have identified author partners for each of the following grade groupings: TK-2, 3-5, and 6-8<sup>th</sup> grades. Each author will create two videos that introduce themselves and their stories to students. Each student will be given a copy of the book the author introduces and a notebook for writing prompts. Distribution of the books and materials will be arranged with each campus. Each author will also be available for one webinar to answer student questions after classes have read the book. Each organization of this MOU is responsible for its own expenses related to this MOU. There will not be an exchange of funds between the parties for tasks associated with this MOU.

Together, the Parties enter into this Memorandum of Understanding to mutually promote excitement for and a love of literacy for Ravenswood students. Accordingly, Ravenswood City School District and Kepler's Literary Foundation, operating under this MOU agree as follows:

## II. TERMS OF UNDERSTANDING

This agreement is effective on **September 2, 2020** and will remain in effect until **September 2, 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 this remote author partnership program at each school site. The administrator will perform, but is not limited to, the following functions:
  - ☐ Connect Kepler's Literary Foundation representative with a point person at each school site to upload author videos, schedule distribution of books/materials, and any other logistics.
- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between Kepler's Literary Foundation and RCSD for the implementation of the program.
- 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 agrees that *Kepler's Literary Foundation* may use photographs taken at Author Events for fundraising purposes.
- F. The DISTRICT will provide professional development to assist Kepler's Literary Foundation in aligning the Author Visits program to the DISTRICT Common Core curriculum.

RCSD agree to the reporting process outlined in Appendix A.



#### IV. ***Kepler's Literary Foundation***

- A. ***Kepler's Literary Foundation*** agrees to provide stated service as in Section I. Activities outside those specified in the stated services (section I) will be determined jointly by representatives from DISTRICT and ***Kepler's Literary Foundation*** (e.g. field trips, etc.).
- B. ***Kepler's Literary Foundation*** agrees to work with RCSD Child Nutrition Services for any food service needs.
- C. ***Kepler's Literary Foundation*** agrees that services provided by ***Kepler's Literary Foundation*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***Kepler's Literary Foundation*** primary oversight.
- D. ***Kepler's Literary Foundation*** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes, if applicable.
- E. ***Kepler's Literary Foundation*** agrees to provide the DISTRICT with a schedule and calendar of 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.
- F. ***Kepler's Literary Foundation*** 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.

#### 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, and ***Kepler's Literary Foundation*** management representatives.

#### VI. **NON-DISCRIMINATION**

***Kepler's Literary Foundation*** 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:

***Kepler's Literary Foundation***

Jean Forstner  
Executive Director  
1047 El Camino Real, Suite 201  
Menlo Park, CA 94025

Copy to:

Copy to:

**TO SCHOOL DISTRICT:**

Superintendent  
Ravenswood City School District  
2120 Euclid Avenue  
East Palo Alto, CA 94303

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

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**

\_\_\_\_\_  
Ms. Gina Sudaria, Superintendent


\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

#### ***Kepler's Literary Foundation***

  
\_\_\_\_\_  
Jean Forstner, Executive Director

  
\_\_\_\_\_  
Date

\_\_\_\_\_

#### **APPENDIX A**

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

##### **RAVENSWOOD CITY SCHOOL DISTRICT and *Kepler's Literary Foundation***

The DISTRICT and the schools within the district and ***Kepler's Literary Foundation*** 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, ***Kepler's Literary Foundation*** staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and ***Kepler's Literary Foundation*** 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 ***Kepler's Literary Foundation***.

3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to ***Kepler's Literary Foundation*** 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 ***Kepler's Literary Foundation*** 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. ***Kepler's Literary Foundation*** staff will send a letter concerning the incident within twenty-four (24) hours to the Director of Student Services.