

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

Gina Sudaria
Superintendent

Memorandum of Understanding
BETWEEN
Ravenswood City School District
AND
Women and Youth Supporting Each other (WYSE)

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

WHEREAS, WYSE’s mission is to empower young women via the provision of resources and support necessary for young women to make positive life choices and to create change in their communities;

WHEREAS, in furtherance of its mission, WYSE consults with and provides training, support and assistance to WYSE branch student organizations, including the student directors of the WYSE Branch, and the WYSE Branch, in turn, provides certain mentorship and other services to students of the School;

WHEREAS, the parties hereto desire to enter into this Agreement in order to memorialize their relationship and understanding with respect to the foregoing.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

1. Representations and Warranties of the Parties.

A. The WYSE Branch hereby represents and warrants to WYSE and the School as follows:

- (i) the WYSE Branch is a student organization fully recognized and in good standing with Stanford University (hereinafter called “the University”);
- (ii) the WYSE Branch has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
- (iii) the execution, delivery and performance by the WYSE Branch of this Agreement has been duly authorized by all necessary action on the part of the WYSE Branch.

B. WYSE hereby represents and warrants to the WYSE Branch and the School as follows:

- (i) WYSE has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
- (ii) the execution, delivery and performance by WYSE of this Agreement has been duly authorized by all necessary action on the part of WYSE.

C. The School hereby represents and warrants to WYSE and the WYSE Branch as follows:

- (i) the School has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
- (ii) the execution, delivery and performance by the School of this Agreement has been duly authorized by all necessary action on the part of the School.

2. WYSE Branch Responsibilities. The WYSE Branch shall:

A. Ensure that every participating mentee has turned in a WYSE permission slip signed by her parent/guardian prior to the start of the curriculum. The WYSE Branch must provide a copy of the signature page to the WYSE Board for each mentee and is responsible for collecting and maintaining these files, which must be readily available, should WYSE need access to the record. Each permission slip shall include all the curriculum topics covered that year by the WYSE branch. WYSE Branch shall not modify topics included on permission slip following initial consent without the acknowledgement of parents/guardians.

B. Screen and interview each mentor before allowing her to join the program, which screening shall include criminal history record checks for all participating mentors in compliance with both WYSE and middle school guidelines. The WYSE Branch shall report any legal concerns immediately to WYSE. The WYSE Branch shall submit a signed contract for each mentor confirming completion of and compliance with these requirements, at the start of each year and at the start of a mentor's relationship with WYSE.

C. Train all mentors in a 4-hour training session utilizing the comprehensive training manual and professional guest speakers, when appropriate and as determined by WYSE. Mentor training will occur at the beginning of the program year and prior to the start of the first mentoring session. In addition, train all mentors in a 2-hour training session in the Spring prior to the onset of Unit 2 curriculum.

D. Provide the School with a complete roster of participating mentors and mentees at any time requested by the School.

E. Identify one WYSE Branch Director as the "School Site Director": Dahlia Suiter

F. Respond in good faith and in a timely fashion to all inquiries and requests from the WYSE (including any member of the WYSE's Board of Directors) and the School.

G. Meet with the Middle School Site Contact(s) at the beginning of the Academic Year to inform her/him of the year's goals and activities and to ensure that the WYSE Branch will comply with all Middle School legal requirements.

H. Ensure that every group field trip and individual mentor/mentee outing occurs only with the full consent of parents/guardians. For group outings, the WYSE Branch will collect and retain signed permission slips and transportation permission slips when appropriate (including whenever required pursuant to applicable law or School or WYSE guidelines).

I. Report any legal issues IMMEDIATELY to WYSE and keep WYSE apprised of any matters that could reasonably be expected to present legal issues.

J. Uphold the mission, principles, and philosophy of WYSE, and ensure that the integrity of the organization is not compromised by modifications to the national curriculum or program structure without prior approval of the WYSE Board of Directors.

II. TERMS OF UNDERSTANDING

This agreement is effective on 10/13/2020 and will remain in effect until 06/04/2021 , 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 WYSE. The administrator will perform, but is not limited to, the following functions:

A. Designate a School Site Contact – a teacher, administrator, or counselor at the school – as a primary liaison between the School and the WYSE Branch. The School Site Contact will attend at least one meeting of the School's faculty during the Academic Year (and will make reasonable efforts to do so early in the Academic Year) to explain WYSE and garner support for the program

Name: ___Cindy Chin___

Email: ___cchin@ravenswoodschools.org___

Phone: ___650.329.2800___

B. Provide the WYSE Branch with a calendar of school days at the beginning of the Academic Year and timely inform the School Site Director of any changes thereto.

C. Provide one private room in which interruptions will be kept to a minimum, understanding that sensitive and personal issues are discussed during sessions. The room will have chairs and any audio/visual equipment available, as requested by the WYSE Branch. If required by the School, a teacher (preferably female) may be present during the session.

D. Inform WYSE and the WYSE Branch immediately of any legal, parent/guardian, or other concerns that arise.

E. Cooperate with WYSE and the WYSE Branch in such fashions as may be reasonably requested by WYSE in connection with the implementation of the program contemplated by this 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. **WYSE**

A. **WYSE** 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 **WYSE** (e.g. field trips, etc.).

B. **WYSE** 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. **WYSE** agrees to work with RCSD Child Nutrition Services for any food service needs.

D. **WYSE** agrees that services provided by **WYSE** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to **WYSE** primary oversight.

- E. *WYSE* staff will ensure that there is **20:1 student to supervisory¹ staff ratio** at all times.
- F. *WYSE* 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. *WYSE* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. *WYSE* agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Director of Curriculum & Instruction and/or other District Staff in the planning and coordination of these events.
- I. *WYSE* agrees that when its interns and volunteers are utilized, staff from *WYSE* 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. *WYSE* 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. *WYSE* will provide RCSD with written verification that program staff has been cleared.
- K. *WYSE* agrees 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. *WYSE* will provide RCSD with written verification that program staff has been cleared.
- L. *WYSE* 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. *WYSE* 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, Director of Curriculum & Instruction, and *WYSE* management representatives.

VI. **NON-DISCRIMINATION**

WYSE 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.

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.

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:

WYSE

Olivia Flournoy
Co-President
oflou@stanford.edu
433 Santa Teresa Street
Stanford, CA 94305

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

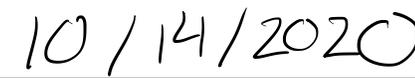
Gina Sudaria, Superintendent

Date

WYSE



Executive Director



Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *WYSE*

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