



Ravenswood City School District
ADMINISTRATIVE OFFICE
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Board Members:
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Sharifa Wilson, Vice President
Stephanie Fitch, Clerk
Marielena Gaona-Mendoza, Member
Tamara Sobomehin, Member

Ms. Gina Sudaria
Superintendent

Memorandum of Understanding
BETWEEN
Ravenswood City School District
AND
José Valdés Math Foundation

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and the ***José Valdés Math Foundation (JVMF)***. 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 an **online tutoring program**.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

JVMF will provide tutoring services for elementary/middle-school age students from the DISTRICT. Online tutoring services are intended to support the classroom instruction provided by the DISTRICT. The focus of the online tutoring services will be in concert with the Common Core math curriculum to support improvement of math skills for participating students.

II. TERMS OF UNDERSTANDING

This agreement is effective on November 2, 2020, and will remain in effect until October 1, 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. DISTRICT OBLIGATIONS

- A. The DISTRICT will ensure that an appropriate administrator will be designated for assistance in the JVMF online tutoring program. This administrator will perform, but is not limited to, the following functions:
1. Select students who are eligible for and/or receiving State/Federal meal subsidies.
 2. Make every reasonable effort to ensure a maximum of 60 participating students.
 3. Provide each participating student with a Chromebook or similar learning device for use during the online tutoring program.
 4. Provide technical support to participating students regarding the proper use of any provided devices.
 5. Facilitate communications between the student's teacher and online tutor to ensure that online tutoring is supporting relevant subject matter.
- B. The DISTRICT agrees that it will appoint staff, as necessary, to act as the primary point of contact between JVMF and the DISTRICT for the development of a strategic plan for serving DISTRICT students.
- C. The DISTRICT agrees that staff will help facilitate the process to gain access to program needs, such as student information, etc.

- D. The DISTRICT will provide student report cards and student progress information to JVMF for instructional placement.
- E. The DISTRICT will provide professional development to assist JVMF in aligning JVMF tutors to the adopted Common Core curriculum.
- F. The DISTRICT agrees to provide funding support of \$7,500 to match JVMF support.
- G. The DISTRICT agrees that it will act as the 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.
- H. The DISTRICT agrees to the reporting process outlined in Appendix A.

IV. **JVMF OBLIGATIONS**

- A. JVMF agrees to provide stated service as in Section I to the students from 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 JVMF.
- B. JVMF agrees to collaborate with the Director of Student Services and/or Director of Curriculum & Instruction and/or other DISTRICT staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting.
- C. JVMF agrees to provide online tutoring services to a mutually-agreed number of DISTRICT students, ranging from a minimum of 48 to a maximum of 60.
- D. JVMF will ensure that each online tutor is responsible for four to five DISTRICT students and shall provide 40 to 80 minutes of online tutoring per week.
- E. JVMF will ensure that each online tutor, in collaboration with each assigned student/family, establishes the time of tutoring for each week of service.
- F. JVMF shall select and provide oversight/supervision of the online tutors.
- G. JVMF agrees that services provided by JVMF pursuant to this MOU may be supervised and evaluated by staff from the DISTRICT as a supplement to JVMF primary oversight.
- H. JVMF will ensure that there is a **5:1** student to supervisory¹ staff ratio at all times.
- I. JVMF agrees that staff will be responsible for their training, supervision, fingerprinting, federal criminal background check, and of ensuring that such persons fulfill all district requirements for instructional-aide status if placed in a supervisory position within the student to staff ratio.
- J. JVMF agrees to ensure that all JVMF staff will have proof of FBI and Department of Justice Child Abuse Index fingerprint clearance. JVMF will provide DISTRICT with written verification that staff have been cleared.
- K. JVMF agrees that in every case where a JVMF 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 JVMF staff person will comply with the reporting process outlined in Appendix 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.

L. JVMF 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 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 JVMF management representatives.

VI. **NON-DISCRIMINATION**

JVMF 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:

José Valdés Math Foundation

Robert Escobar
Executive Director
P.O. Box 26484
San José, CA 95159-26484
(408) 386-0365,
robert.escobar@josevaldesmath.org

Ravenswood City School District

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

Copy to:

Lara Burenin, Director of Curriculum &
Instruction
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, Interim Superintendent

Date

JOSÉ VALDÉS MATH FOUNDATION

Robert Escobar, Executive Director

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *José Valdés Math Foundation*

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