



"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District

ADMINISTRATIVE OFFICE

2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800

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Tamara Sobomehin, Vice President
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Jenny Varghese Bloom, Member

Gina Sudaria
Superintendent

Memorandum of Understanding BETWEEN

Ravenswood City School District

AND

Stanford Live

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***Stanford Live (CONTRACTOR)*** __. 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 (INSERT INFORMATION)

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

In the 2020–21 school year, Stanford Live ("CONTRACTOR") will partner with the Ravenswood City School District ("DISTRICT") to provide arts learning opportunities for students and teachers. The programs will be provided online while distance learning is required, and in-person if and when students are allowed to return to school sites. Planned program sites will include all DISTRICT schools.

As a general note, the programs listed below will serve as a guideline, but the final range of services, performances, planning meetings, etc. may differ somewhat from those outlined below, as some variation is expected based on the needs of the DISTRICT and/or individual schools and changes in restrictions required by local and state authorities in response to COVID-19. Services will be funded by Stanford Live sources and will be provided at no cost to DISTRICT.

CONTRACTOR will provide the following services to DISTRICT:

- A teaching artist residency led by musical ensemble Quinteto Latino and guest artists. This will include live virtual visits to classrooms by members of the ensemble. Topics may include instrumental technique, ensemble, listening skills, music history and theory, improvisation and composition, and/or other related topics.
- A series of three pre-recorded music teaching videos, for TK-2nd grade and for 3rd-5th grades. Related written curriculum will also be provided to participating teachers.
- A virtual composer in residence program, with a guest composer making virtual classroom visits leading to students performing an original composition.
- Performances or other participation in events such as district meetings or parent nights and family events.
- Providing professional development to DISTRICT teachers through classroom observation and follow-up coaching.

- Participation in planning meetings between CONTRACTOR and DISTRICT staff.
- Opportunities for DISTRICT teachers to participate in additional professional development workshop series offered by CONTRACTOR online.
- Access to online educational performances presented by CONTRACTOR.

II. TERMS OF UNDERSTANDING

This agreement is effective on 9/1/20 and will remain in effect until 8/31/21, 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 _the Stanford Live/RCSD partnership plan_. The administrator will perform, but is not limited to, the following functions:

- Coordinate planning among CONTRACTOR, DISTRICT, and individual school sites, and work to ensure that partnership programs meet the goals of individual schools and the DISTRICT as fully as possible.
- Communicate with DISTRICT schools to ensure they are fully aware of opportunities offered through the partnership and can take full advantage of them.
- Promote participation by DISTRICT schools in CONTRACTOR online educational performances, with the goal of participation by all DISTRICT schools in the course of the year.
- Promote participation by DISTRICT teachers in CONTRACTOR's online professional development workshops for teachers, with the goal of a minimum of 5 DISTRICT teachers participating in each workshop.
- Support documentation of programs, per the guidelines of DISTRICT and with appropriate permissions of participating teachers and parents.
- Support the process of surveying participating teachers, with results to be used toward program evaluation and communications with the program's funders.
- Support the CONTRACTOR in establishing the opportunity for DISTRICT teachers to receive continuing education credits for participating in CONTRACTOR's online professional development workshops.

B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between Stanford Live 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 _____ in aligning _____ to the DISTRICT Common Core curriculum. (INCLUDE ONLY IF APPLICABLE)
- F. The DISTRICT will provide student report card and student progress information to _____ for instructional placement. (INCLUDE ONLY IF APPLICABLE)

RCSD agree to the reporting process outlined in Appendix A.

IV. *Stanford Live*

- A. *Stanford Live* 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 *Stanford Live* (e.g. field trips, etc.).
- B. *Stanford Live* 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. *Stanford Live* agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. *Stanford Live* agrees that services provided by *Stanford Live* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to *Stanford Live* primary oversight.
- E. *Stanford Live* staff will ensure that there is **20:1 student to supervisory^a staff ratio** at all times.
- F. *Stanford Live* 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. *Stanford Live* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- H. *Stanford Live* 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. *Stanford Live* agrees that when its interns and volunteers are utilized, staff from *Stanford Live* 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.

^a 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. *Stanford Live* 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. *Stanford Live* will provide RCSD with written verification that program staff has been cleared.
- K. *Stanford Live* 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. *Stanford Live* will provide RCSD with written verification that program staff has been cleared.
- L. *Stanford Live* 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. *Stanford Live* 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 *Stanford Live* management representatives.

VI. **NON-DISCRIMINATION**

Stanford Live 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:

Stanford Live

Chris Lorway
Executive Director
365 Lasuen Street, 2nd Floor
Littlefield Center, MC 2250
Stanford, CA 94305-2250
(650) 736-9017; clorway@stanford.edu

Copy to:
Ben Frandzel
Institutional Gifts and Community Engagement
Officer
365 Lasuen Street, 2nd Floor
Littlefield Center, MC 2250
Stanford, CA 94305-2250
(650) 736-8768; frandzel@stanford.edu

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

Gina Sudaria, Superintendent

Date

Stanford Live

Chris Lorway, Executive Director

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *Stanford Live*

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