



Ravenswood City School District
ADMINISTRATIVE OFFICE
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Board Members:
Mele K. Latu, President
Tamara Sobomehin, Vice President
Bronwyn Alexander, Clerk
Ana Maria Pulido, Member
Jenny Varghese Bloom, Member

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 8/20/2021 and will remain in effect until 8/15/2022, 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), Individualized Education Program (IEP) status, 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 when it is

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.

required to serve on campus, 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. ***Reading Partners***) agrees to ensure that all of their staff and volunteers 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 and volunteers that will be on school property has proof of FBI and Department of Justice Child Abuse Index fingerprint clearance. ***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

650 281-9199

patricia.obrien@readingpartners.org

TO SCHOOL DISTRICT:

Superintendent

Ravenswood City School District

2120 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, Superintendent

Date

Reading Partners



8/12/2021

Executive Director

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.

Additional Information-Reading Partners

Background

- 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 (defined below) (“**Personnel**”).

1. **REPRESENTATIVES.** *School designates the individual set forth on Exhibit A as “School’s Representative” as its initial primary representative with regard to this Agreement (“School’s Representative”). School’s Representative will have the overall responsibility for managing and coordinating School’s performance of its obligations under this Agreement and be authorized to act for and on behalf of School with respect to all matters relating to this Agreement. School may change the individual that is the School’s Representative on notice to Reading Partners.*

2. RESPONSIBILITIES OF SCHOOL

1. Resources for On-Site Services. School will do the following if and when Reading Partners agrees to provide On-Site Services:

1. Provide a dedicated space on School’s campus (the “Donated Space”), to be agreed upon by School’s administration and Reading Partners, at no charge to Reading Partners, that (1) includes a working phone, Internet connection, and a dedicated space large enough for a Reading Partners reading center (no less than Donated Space requirements specified on Exhibit A), and (2) is accessible during School’s operating hours for Personnel.
2. Provide services necessary to maintain the Donated Space in a condition substantially similar to that of other classrooms on School’s campus, including janitorial services, maintenance, utilities, and technology support (the “Donated Services”).
3. Ensure that Personnel have reasonable access to the resources generally available to School staff, including but not limited to: School-based intranet, School wireless internet networks (e.g. WiFi), online course platforms, copy machine, school supplies, and an on-site mailbox. These resources may be shared with School staff.

- b. General Program Support. **School will undertake the following responsibilities:**

- 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.
- 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), Individualized Education Program (IEP) status, 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.

- Use reasonable efforts to support and assist Reading Partners' efforts to collect parent/guardian permission forms, ensuring a timely and efficient enrollment process.
- 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.
- 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.
- 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.
- 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.
- Provide Personnel with copies of all applicable school policies and procedures.

Provide Reading Partners with access and support services that are necessary to enable Reading Partners to effectively execute its program. Additional access and service needs are specified in Exhibit A.

3. ***RESPONSIBILITIES OF READING PARTNERS. In connection with this Agreement, Reading Partners will use commercially reasonable efforts to undertake the following responsibilities:***

a. Program

- i. Operate a program that provides reading support to qualifying students of School specifically utilizing a Reading Partners-approved program model which may include, but is not limited to, use of a proprietary, evidenced-based curriculum, individualized tutoring, and Reading Partners specific resources, through the agreed upon delivery methods during the days and times specified in Exhibit A (the "Program").
- ii. To the extent mutually agreed upon by the parties or as permitted by this Agreement, provide Remote Services, which may include remote tutoring services via distance learning technologies, video programs, book packages, and other literacy resources, to support qualifying students of School that supplement

On-Site Programs or that are provided in place of On-Site Programs when circumstances do not reasonably permit On-Site Programs to be provided.

- iii. Work with School's teachers and other School staff to identify and enroll students who could benefit from the Program as defined by Reading Partners target status, to the extent capacity permits.
- iv. Work with School staff to determine an appropriate schedule for students to participate in the Program.
- v. Ensure that the Personnel are appropriately trained, including any required trainings that the School generally mandates for volunteers and provides to Reading Partners, and receive on-going coaching and support from Reading Partners, as necessary to perform the Program.
- vi. Ensure that all recurring On-Site Personnel comply with any School policies and School visitor procedures that are provided in writing in advance by School to Reading Partners.
- vii. Conduct certain background checks and medical tests on recurring Personnel, to the extent required by School and any applicable local, state, or federal laws and guidance from relevant public health authorities, including those expressly stated in Exhibit A.
- viii. Monitor student progress and regularly communicate with School staff about the Program.
- ix. At least once per school quarter or semester, as applicable, use reasonable efforts to provide School administration and staff any requested Reading Partners Information (defined below) related to individual students to the extent permitted by applicable parental/guardian consents as well as on an aggregate and de-identified basis.
- x. Support the professional development of Personnel by providing ongoing opportunities, including training, relevant research, and instructional resources.
- xi. Provide liability insurance for operations and recurring Personnel with at least US\$1 million in coverage and furnish a certificate of said insurance at School's request.

4. CONFIDENTIALITY AND DATA

. Data Protection

- . Reading Partners will maintain the confidentiality and privacy of student education records (including School-Provided Student Information) in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA") and any applicable state privacy laws. Reading Partners and its authorized representatives acknowledge that they may only use, maintain, and disclose information from student education records (including School-Provided Student Information) in compliance with the requirements and exceptions outlined in FERPA.
 - i. Reading Partners will have access to and may use School-Provided Student Information in performance of the Program under this Agreement, all in accordance with this Agreement, subject to applicable law.
 - ii. School will maintain the confidentiality and privacy of information provided by Reading Partners (including without limitation, any student education records created and maintained by Reading Partners on behalf of School) ("Reading Partners Information") in accordance with applicable law and regulations, including FERPA. School and its authorized representatives acknowledge that they may only use and disclose Reading Partners Information for the purposes described in this Agreement and in compliance with FERPA.
- a. **Marketing & Communications.** Reading Partners may use School's name and may disclose School's relationship with Reading Partners in advertising, press, promotion, and similar public

disclosures, except that such advertising, promotions, or similar public disclosures will not indicate that School in any way endorses any Program without prior written permission from School.

5. ADDITIONAL TERMS

. Donated Space Safety. Reading Partners is responsible for the safety of its Personnel in the performance of activities under this Agreement. Therefore, Personnel may not participate in projects that pose undue safety risks. In the event that the safety of using Donated Space is a concern, the Program may be provided through Remote Services.

a. Strikes. In order to ensure the safety and well-being of Personnel and, where applicable, AmeriCorps members, Reading Partners reserves the right, at Reading Partners' sole discretion, to suspend its services (including the Program) during a strike involving School or its district's teachers or staff.

b. AmeriCorps Terms. The following terms apply when the Program is being delivered as an AmeriCorps program.

. Drug-Free Workplace Act. As a federal grantee, Reading Partners is required by the Drug-Free Workplace Act of 1988 to provide participants of the Program with a drug-free environment.

i. AmeriCorps Service Display. As a grantee of AmeriCorps, Reading Partners must grant permission for Donated Space(s) to display AmeriCorps poster(s) and/or information, where AmeriCorps members are actively serving. School will permit the display of such poster(s) and/or information, if applicable.

AmeriCorps Prohibited Activities. As an AmeriCorps grantee, Reading Partners AmeriCorps members and volunteers supported by the program may not engage in certain prohibited activities, as federally mandated in 45CFR § 2520.65. Prohibited activities include:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Providing a direct benefit to a business organized for profit; a labor union; a partisan political organization;
8. nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative.

C. Special Education. Reading Partners is not a related services provider under the Individuals with Disabilities Education Act. Personnel are generally not trained to be providers of special education services. The Program is not meant to take the place of services required under a student's IEP. Reading Partners is therefore not responsible for the implementation of any student's IEP.

d. Remote Services. In the event that the safety of using Donated Space is a concern, the Program may be provided through Remote Services. The scope of Remote Services provided will be mutually

agreed upon by the School and Reading Partners. Remote Services may include, but are not limited to, tutoring via distance learning technologies, book packages, online literacy resources and phone connections.

6. FEES AND PAYMENT

. Fees. In recognition of the fact that Reading Partners incurs significant expenses to administer and deliver the Program and its supplementary services, and in consideration for providing such services, School will pay, or to cause its applicable school/school district to pay, a fee as described in Exhibit A, which is attached hereto and incorporated by reference (the "Fees"). The Fees do not include any taxes or other amounts assessed or imposed by any governmental authority. These amounts, if any, are the sole responsibility of School. School acknowledges that the Fees cover only a portion of the cost of providing the Program, and the Program is supported by funds provided by private and governmental contributions. Thus, notwithstanding either party's ability to perform under this Agreement, the Fees are non-refundable.

a. Invoicing and Payment. Reading Partners will submit invoice(s) to School and School will pay all Fees in accordance with Exhibit A. School will make all payments of Fees via EFT, wire transfer, or check or, subject to additional fees, by credit card. By avoiding the per-transaction fees paid to credit card companies (~4-5% of the total amount); Reading Partners is able to ensure Fees are kept as low as possible. On request, Reading Partners will provide a form that will allow School to make payments of Fees via EFT or wire transfer. Payments by check should be sent to the address on the applicable invoice. If School prefers to use a credit card, School may do so through an online payment process specified by Reading Partners and School will add the applicable transaction fee to the payment when making such payment by making sure the "I'd like to cover the processing fee so 100% of my donation goes to Reading Partners." (or similar) checkbox is checked. If School does not do so, Reading Partners may issue an invoice for the transaction fee.

7. PROPRIETARY RIGHTS

. Reading Partners Materials. Any materials provided by Reading Partners to School ("Materials") will be used and disclosed solely as required to perform the Program and School's obligations under this Agreement. As between Reading Partners and School, Reading Partners will own the Materials as well as any derivatives or improvements of the Materials developed or derived by or on behalf of Reading Partners or Personnel.

a. Marking. School will not remove or alter any proprietary notices on Materials.

8. TERM AND TERMINATION

Term. The initial term of this Agreement will commence on the Effective Date and continue for the duration of School's then-current academic year or for such period stated on Exhibit A, unless earlier terminated in accordance with this Agreement (the "Initial Term"). Unless otherwise specified on Exhibit A, the academic year will be considered to be August 15 through August 14 of the next year. No less than 60 days prior to the end of the Initial Term or then-current Renewal Term, Reading Partners and School will use reasonable efforts to agree to and execute an updated version of Exhibit A that will apply to the following academic year (the term of which is a "Renewal Term" and all Renewal Terms, if any, together with the Initial Term, the "Term") extending the Term or either party may give notice to the other of its intent not to renew this Agreement. If the parties do not agree on a revised Exhibit A before 60 days prior to the end of the Initial Term or then-current Renewal Term, unless the parties mutually agree in writing to extend the negotiation period for the upcoming Renewal Term, this Agreement will expire as of the end of the Initial Term or then-current Renewal Term, as applicable.

. Termination

. School may terminate this Agreement at any time by providing 60 days' written notice to Reading Partners. If there is an early termination, any Reading Partners services provided under this Agreement (including the Program) will terminate, and the Fees for the Initial Term or then-current Renewal Term, as applicable, will be paid to Reading Partners immediately upon termination (including Fees payable for

services that would have been provided during the remainder of the Initial Term or then-current Renewal Term, as applicable, had School not terminated this Agreement).

- i. Either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure that breach within 30 days of written notice from the non-breaching party. Without limitation, any failure by School to timely pay any amounts to be paid under this Agreement will constitute a material breach of this Agreement, and Reading Partners may, without limitation of any of its other rights and remedies available, suspend performance of the Program during any time that School fails to pay any amounts owed to Reading Partners.
- ii. On termination or expiration of this Agreement, the following will apply:
 - the parties will cooperate to effect an orderly, efficient, effective, and expeditious termination of the parties' respective activities under this Agreement;
 - Reading Partners will have no obligation to perform any services after the effective date of the termination;
 - School will pay to Reading Partners any Fees and other amounts payable for the Program through the effective date of the termination (if terminated for Reading Partner's breach) or through the end of Initial Term or then-current Renewal Term, as applicable, for any other termination or if the Term expires;
 - School will deliver to Reading Partners all Materials that are in School's possession or control;
 - any and all liabilities accrued prior to the effective date of the termination will survive; and
 - the parties' respective rights and obligations under Sections 4 (CONFIDENTIALITY AND DATA), 7 (PROPRIETARY RIGHTS), 8.b (Termination), 9 (WARRANTIES AND DISCLAIMER), 10 (LIMITATIONS OF LIABILITY) and 11 (MISCELLANEOUS) of this Agreement will survive.
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9. WARRANTIES AND DISCLAIMER

. Mutual Warranties. Each party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (iii) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or any other agreement to which it is a party or by which it is otherwise bound.

a. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 9, READING PARTNERS MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. READING PARTNERS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

10. LIMITATIONS OF LIABILITY

. Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, READING PARTNERS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SCHOOL FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS

CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF READING PARTNERS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

a. Cap on Liability. UNDER NO CIRCUMSTANCES WILL READING PARTNERS' TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, IN AGGREGATE, EXCEED THE TOTAL AMOUNT PAID BY SCHOOL TO READING PARTNERS IN THE 12 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

b. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY READING PARTNERS TO SCHOOL AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. MISCELLANEOUS

. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions that would result in the application of the laws of another jurisdiction.

a. Independent Contractor. It is the express intention of the parties that Reading Partners perform the Program as an independent contractor. Without limiting the generality of the foregoing, neither party is authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so.

b. Mitigation. Each party must mitigate the impact of any damage arising out of or related to this Agreement.

c. Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be: (i) delivered in person or (ii) sent by overnight air courier with some sort of tracking mechanism, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.d. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

d. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

e. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

f. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be

executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

g. Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

h. Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, but not limited to, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall use commercially reasonable efforts to give notice to the other party within 30 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

EXHIBIT A

- **School Year:** 2021-2021 (the “**Current School Year**”)
- **Schools:** Belle Haven, Costano, Los Robles-Ronald McNair Academy
- **District:** Ravenswood City School District
- **School/District’s Representative:** Lara Burenin
- **Program Schedule:** 8am-5pm (local time), Monday through Thursday (excluding days School is closed)
- **Day and month of end of Initial Term** September 1st, 2021 – August 15, 2022

- **In-Kind Donated Contribution:**
 - **Use of the Donated Space for the Current School Year is estimated to be valued at:**
\$_____
 - **Other Contributions:** (Optional) If there are other Donated Services (such as janitorial, maintenance, copies, etc.) that Reading Partners will receive at School during the Current School Year, please feel free to include the estimated annual in-kind value, here: \$____
 - **Total annual in-kind value:** \$____
- **Cash Contribution/Fees:**
 - The total cash amount School is contributing for the Current School Year is: **\$18,000/school, \$54,000 total**
- **Program Term (tutor beginning date - tutor ending date):** September 12th- June 1st 2022
- **Payment Arrangement Plan:**
 - **Frequency of payment installments:** Annually
 - **Invoice Date(s):** 10/1/2021
 - **Invoice Amount:** \$54,000
 - **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 Personnel background checks requirements:** [None.]
 - **Recurring Personnel medical test requirements:** [None.]
- **Background checks for Recurring 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:**

<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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