



“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:

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

Gina Sudaria

Superintendent

Memorandum of Understanding

BETWEEN

Ravenswood City School District

AND

Music in the Schools Foundation

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***Music in the Schools Foundation (MIS)***. 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 Music Classes.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

MIS will provide the following instruction at the specified school:

Assistance with string classes at Cesar Chavez Ravenswood Middle School

MIS will also provide an experienced program director who will work with the district administration and RCSD music teachers, and any RCSD music consultants. This will enhance coordination and development of programs to ensure consistency and quality across the District.

MIS is a non-profit 501(c3) organization, which has provided quality music instruction within the RCSD for 25 years funded by grants and private donations. It is our understanding that the RCSD may not be able contribute MIS expenses for the 2021-2022 school year.

II. TERMS

II. TERMS OF UNDERSTANDING

This agreement is effective on **August 1, 2021** and will remain in effect until **July 31, 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 MIS music programs as above. The administrator will perform, but is not limited to, the following functions:

Coordination of scheduling, space and equipment

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

RCSD agree to the reporting process outlined in Appendix A.

IV. ***Music in the Schools Foundation***

- A. ***MIS*** 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 ***MIS*** (e.g. field trips, etc.).
- B. ***MIS*** 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. ***n/a*** agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. ***MIS*** agrees that services provided by ***MIS*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***MIS*** primary oversight.
- E. ***MIS*** staff will ensure that there is **20:1 student to supervisory¹ staff ratio** at all times.
- F. ***MIS*** 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. ***MIS*** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.

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.

- H. **MIS** 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. **MIS** agrees that when its interns and volunteers are utilized, staff from **MIS** 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. **MIS** agrees to ensure that all of their staff that will be on school property or work with students has proof of a negative skin test or chest x-ray for Tuberculosis. **MIS** will provide RCSD with written verification that program staff has been cleared.
- K. **MIS** 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. **MIS** will provide RCSD with written verification that program staff has been cleared.
- L. **MIS** 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. **MIS** 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 **MIS** management representatives.

VI. **NON-DISCRIMINATION**

MIS 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:

Music in the Schools Foundation

Name: Virginia Fruchterman
Position in Organization: Board Chair,
PO Box 60012,
Palo Alto, CA 94306
650-906-0671
Virginia@fruchterman.net

Copy to:

Copy to:

TO SCHOOL DISTRICT:
Superintendent
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303

Assistant Superintendent 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

Music in the Schools Foundation



Executive Director

September 1, 2021

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *Music in the Schools Foundation*

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