



“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:
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
San Francisco 49ers Academy

This Memorandum of Understanding (MOU) describes and confirms an agreement between the **Ravenswood City School District (DISTRICT)** and San Francisco 49ers Academy. 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 the San Francisco 49ers Academy's programs Middle School Program at Cesar Chavez Ravenswood Middle School (CCRMS).

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

The San Francisco 49ers Academy (49ers Academy) is integrated into the public school system to provide students (grades 6-12) with a comprehensive community of support that connects youth to caring adults and resources designed to help them succeed. Founded in 1996, the 49ers Academy has been dedicated to supporting the most vulnerable students in East Palo Alto to help them succeed in school and close the achievement gap through academic programs and needs-based services.

The San Francisco 49ers Academy brings programs and community resources into schools to empower success for all students by removing barriers for vulnerable students at risk of dropping out, keeping kids in schools and on the path to graduation and leveraging evidence, relationships and local resources to drive results. To meet students' individual needs and promote a path to academic success by:

1. Building partnerships with parents, teachers, school district leaders and community service agencies to ensure students' holistic needs are met both inside and outside the classroom.
2. Providing individualized wraparound support and case management through mentorship, family empowerment, academic success, enrichment opportunities, community engagement and social-emotional learning.

The San Francisco 49ers Academy will bring support and resources to CCRMS by doing the following:

1. Partner with CCRMS and district leadership to identify where the San Francisco 49ers Academy can have the greatest impact at CCRMS.
2. Partner with local agencies, businesses and foundations to garner support for the San Francisco 49ers Academy and its work at CCRMS.
3. Mobilizes community resources to address academic and non-academic barriers for students at CCRMS.
4. Continuously evaluates their work at all levels to ensure progress is made and goals are met.
5. Provide programs and services for targeted students during and after the school day (following CCRMS after school and summer school programming guidelines through:
 - o School-wide strategies
 - o Targeted, needs-based services
 - o Intensive individualized support
 - o Social-Emotional Learning (SEL)

6. Provide CCRMS with quarterly reports by tracking data (behavior, engagement, academic, attendance) and progress through student, family and teacher surveys, caseworker quarterly progress feedback, and annual reports.

II. TERMS OF UNDERSTANDING

This agreement is effective on **August 1, 2021** and will remain in effect until **June 30, 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 the San Francisco 49ers Academy programs (Middle School Program and Family & Student Support Program). The administrator will perform, but is not limited to, the following functions:
 - Regular check-ins with designated 49ers Academy leadership.
- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between the San Francisco 49ers Academy *and* RCSD for the development of a strategic plan for serving Ravenswood students.
- C. The DISTRICT agrees to provide access to program needs such as the space set forth in Section III.F., student information and data, access to infinite campus, and other information that the San Francisco 49ers Academy reasonably needs to carry out its services as described in Section I
- 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 agrees to provide usable and functional space at CCRMS in rooms P1, 30, & 31
- F. The DISTRICT agrees that all personal property of the San Francisco 49ers Academy and any and all improvements made by the San Francisco 49ers Academy to the space set forth in Section III.F., which are removable without impacting the building structure (including but not limited to room partitions, furniture, and equipment), shall be the property of the San Francisco 49ers Academy, and may be removed by the San Francisco 49ers Academy at the end of the term, or upon the termination of this agreement.
- G. The DISTRICT will provide professional development to assist the San Francisco 49ers Academy in aligning the San Francisco 49ers Academy to the DISTRICT Common Core curriculum. (INCLUDE ONLY IF APPLICABLE)
- H. The DISTRICT will provide student report card and student progress information to the San Francisco 49ers Academy for instructional placement. (INCLUDE ONLY IF APPLICABLE)

RCSD agree to the reporting process outlined in Appendix A.

IV. *San Francisco 49ers Academy*

- A. *San Francisco 49ers Academy* 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 *San Francisco 49ers Academy* (e.g. field trips, etc.).
- B. *San Francisco 49ers Academy* 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. *San Francisco 49ers Academy* agrees to work with RCSD Child Nutrition Services for any food service needs.
 - D. *San Francisco 49ers Academy* agrees that services provided by *San Francisco 49ers Academy* pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to *San Francisco 49ers Academy* primary oversight.
 - E. *San Francisco 49ers Academy* staff will ensure that there is **20:1 student to supervisory¹ staff ratio** at all times.
 - F. *San Francisco 49ers Academy* 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. *San Francisco 49ers Academy* agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
 - H. *San Francisco 49ers Academy* 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. *San Francisco 49ers Academy* agrees that when its interns and volunteers are utilized, staff from *San Francisco 49ers Academy* 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. *San Francisco 49ers Academy* 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. *San Francisco 49ers Academy* will provide RCSD with written verification that program staff has been cleared.
 - K. *San Francisco 49ers Academy* 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. *San Francisco 49ers Academy* will provide RCSD with written verification that program staff has been cleared.

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. *San Francisco 49ers Academy* 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. *San Francisco 49ers Academy* 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 CCRMS Principal, Chief Academic Officer, and *San Francisco 49ers Academy* management representatives.

VI. **NON-DISCRIMINATION**

San Francisco 49ers Academy 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:

San Francisco 49ers Academy
Tahisha S. Victor
Executive Director
tahisha@49ersacademy.org
2450 Ralmar Ave
East Palo Alto, CA

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

San Francisco 49ers Academy

Executive Director

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *San Francisco 49ers Academy*

The DISTRICT and the schools within the district and *San Francisco 49ers Academy* 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, *San Francisco 49ers Academy* staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and *San Francisco 49ers Academy* 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 *San Francisco 49ers Academy*.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to *San Francisco 49ers Academy* 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 *San Francisco 49ers Academy* 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. *San Francisco 49ers Academy* 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...)