



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
Brackney Consulting LLC

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and **Brackney Consulting LLC**. 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 **strategically building the capacity of instructional coaches at CCRMS**.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

Brackney Consulting LLC will provide 10 hours of support per month to strategically build the capacity of CCRMS instructional coaches through formal coaching sessions, collaborative planning, and working alongside coaches to strengthen coaching systems and structures at CCRMS. The fiscal implications for this contract is for the 21-22 school year is not to exceed a maximum of \$20,000 which is funded by the Ravenswood Education Foundation.

II. TERMS OF UNDERSTANDING

This agreement is effective on **September 10, 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 **coach capacity-building**. The administrator will perform, but is not limited to, the following functions:

Provide leadership to inform the directionality of and accountability for the coach capacity-building plan

- 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 agrees to the reporting process outlined in Appendix A.

IV. ***Brackney Consulting LLC***

- A. ***Brackney Consulting LLC*** 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 ***Brackney Consulting LLC*** (e.g. field trips, etc.).
- B. ***Brackney Consulting LLC*** agrees to collaborate with the Principal of CCRMS, Chief Academic officer and other RCSD staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting.
- C. ***Brackney Consulting LLC*** agrees to work with RCSD Child Nutrition Services for any food service needs.
- D. ***Brackney Consulting LLC*** agrees that services provided by ***Brackney Consulting LLC*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***Brackney Consulting LLC*** primary oversight.
- E. ***Brackney Consulting LLC*** agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- F. ***Brackney Consulting LLC*** agrees to provide the DISTRICT with a schedule and calendar of daily activities and upcoming events and to coordinate with the Chief Academic Officer and/or other District Staff in the planning and coordination of these events.
- G. ***Brackney Consulting LLC*** 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. ***Brackney Consulting LLC*** will provide RCSD with written verification that program staff has been cleared.
- H. ***Brackney Consulting LLC*** 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. ***Brackney Consulting LLC*** will provide RCSD with written verification that program staff has been cleared.
- I. ***Brackney Consulting LLC*** 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.

J. ***Brackney Consulting LLC*** 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 Chief Business Officer, and ***Brackney Consulting LLC*** management representatives.

VI. **NON-DISCRIMINATION**

Brackney Consulting LLC 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:

Brackney Consulting LLC
Connor Allman
Founder and Lead Consultant
3953 Quivas Street
Denver, CO 80211

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

Copy to:

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

Brackney Consulting LLC

Connor Allman, Founder and Lead Consultant

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *Brackney Consulting LLC*

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