



Ravenswood City School District
ADMINISTRATIVE OFFICE
2120 Euclid Avenue, East Palo Alto, California 94303
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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
The Art David Athletic League

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***The Art David Athletic League***. 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 providing a sports league for the 2021-2022 school year.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

The Art David Athletic League (ADL) is an athletic league that consists of 13 SF Bay Area Peninsula Middle Schools. Cesar Chaves Ravenswood Middle school will participate in the athletic league which will provide the scheduling, keep track of the league standings, and host the playoff finals for each sport. The sports that CCRMS will be participating in are co-ed flag football, volleyball, cross country, soccer, and basketball.

The financial impact to Ravenswood City School District will include the \$750 registration fee for the year which is going to be covered by the Ravenswood Education Foundation.

II. TERMS OF UNDERSTANDING

This agreement is effective on 9-15-2021 and will remain in effect until End of 2021-2022 sports season, 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 league participation (Mario H. Mendoza Zamora AD). The administrator will perform, but is not limited to, the following functions:

The Athletic Director (Mario H. Mendoza Zamora) will be responsible for communication with The Art David League and report back to his immediate supervisor (Ms. Kemp) that each athlete is eligible to participate in the The Art David Athletic League. When hosting games, The Ravenswood School District will provide its own liability insurance, pay for the referees, provide a safe environment when hosting home games, provide uniforms for CCRMS athletes, provide transportation to and from AWAY games, and make sure all parties follow Covid-19 protocol according to the CDC.

- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between ***The Art David Athletic League*** 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.

Ravenswood City School District agrees to the reporting process outlined in Appendix A.

IV. ***The Art David Athletic League***

- A. ***The Art David Athletic League*** 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 ***The Art David League*** (e.g. field trips, etc.).
- B. ***The Art David Athletic League*** 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. ***The Art David Athletic League*** agrees that services provided by ***The Art David League*** pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to ***The Art David League*** primary oversight.
- D. ***The Art David Athletic League*** 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.
- E. ***The Art David Athletic League*** agrees that when its interns and volunteers are utilized, staff from ***The Art David Athletic League*** 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.

- F. *The Art David Athletic League* 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. *The Art David Athletic League* will provide RCSD with written verification that program staff has been cleared.
- G. *The Art David Athletic League* 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. *The Art David Athletic League* will provide RCSD with written verification that program staff has been cleared.
- H. *The Art David Athletic League* 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.

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 *The Art David Athletic League* management representatives.

VI. **NON-DISCRIMINATION**

The Art David League Athletic 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:

The Art David Athletic League

Jim Geers
President
(650) 888-7183
Jim@futzer
27435 Natoma Rd
Los Altos , Ca 94022

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

(The Art David Athletic League)

Executive Director

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and *The Art David Athletic League*

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