



"OUR CHILDREN - OUR FUTURE"

Ravenswood City School District

ADMINISTRATIVE OFFICE

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Board Members:

Mele K. Latu, President
Tamara Sobomchin, 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

Buddhist Tzu Chi Foundation

This Memorandum of Understanding (MOU) describes and confirms an agreement between the ***Ravenswood City School District (DISTRICT)*** and ***Buddhist Tzu Chi Foundation (Tzu Chi)***. 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 Tzu Chi Happy Campus Program to build student-centered learning environments, with a focus on disadvantaged students, guided by the core values of Gratitude, Respect and Love and for providing support to the school district sponsored food pantry.

I. DESCRIPTION OF SERVICES and PURPOSE OF COLLABORATION

Tzu Chi Happy Campus Program collaborates with schools and families in the following areas:

1. Promote student attendance to maximize the student learning experience. Programs include perfect attendance award ceremonies each semester (RCSD) and the weekly attendance award program (Belle Haven School).
2. Prepare students with scholastic and life skills through specially designed activities. (Belle Haven School)
3. Provide further support for identified families when needed to foster a better learning experience. (RCSD)
4. Provide as needed material and manpower support to facilitate successful operations at RCSD sponsored food pantry located at Costano Elementary School.

II. TERMS OF UNDERSTANDING

This agreement is effective on **September 1st, 2021** and will remain in effect until **August 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.

Due to uncertainty related to the Covid-19 pandemic, Tzu Chi services can only be provided when it is safe to have volunteers on site.

III. SCHOOL and DISTRICT OBLIGATIONS

- A. The DISTRICT will ensure that an appropriate administrator will be designated for assistance in implementing attendance programs. The administrator will perform, but is not limited to, the following functions:

(Please refer to the events/programs listed in the attached spreadsheet.)

- B. The DISTRICT agrees to appoint District staff, as necessary, to act as the primary point of contact between RCSD and Tzu Chi 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. Buddhist Tzu Chi Foundation (Tzu Chi)

- A. Tzu Chi 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 Tzu Chi (e.g. field trips, etc.).
- B. Tzu Chi agrees that services provided by Tzu Chi pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to Tzu Chi primary oversight.
- C. Tzu Chi agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- D. Tzu Chi 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. Tzu Chi will provide RCSD with written verification that program staff has been cleared.
- E. Tzu Chi 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. Tzu Chi will provide RCSD with written verification that program staff has been cleared.
- F. Tzu Chi 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.
- G. Tzu Chi 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, Director of Curriculum & Instruction, and Tzu Chi management representatives.

VI. NON-DISCRIMINATION

Tzu Chi 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:

Buddhist Tzu Chi Foundation
Northwest Region
Minjhing Hsieh
Executive Director
2355 Oakland Rd,
San Jose, 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

BUDDHIST TZU CHI FOUNDATION



Minjhang Hsieh, Executive Director

09/08/2021

Date

APPENDIX A

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

RAVENSWOOD CITY SCHOOL DISTRICT and BUDDHIST TZU CHI FOUNDATION.

The DISTRICT and the schools within the district and Tzu Chi 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, Tzu Chi staff will immediately contact and inform the appropriate program coordinator and/or school administrator to initiate the school's reporting process and Tzu Chi 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 Tzu Chi.
3. Within 24 hours, the school will send a facsimile transmission immediately, or as soon as practically possible, to Tzu Chi 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 Tzu Chi 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. Tzu Chi staff will send a letter concerning the incident within twenty-four (24) hours to the Director of Student Services.