

Gina Sudaria

*Superintendent*

***Board Members:***

Mele K. Latu, President

Tamara Sobomehin, Vice President

Bronwyn Alexander, Clerk

Ana Maria Pulido, Member

Jenny Varghese Bloom, Member

***Ravenswood City School District*ADMINISTRATIVE OFFICE**

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“OUR CHILDREN – OUR FUTURE”

Memorandum of Understanding

Between

***RAVENSWOOD CITY SCHOOL DISTRICT***

And

***BOYS AND GIRLS CLUB OF THE PENINSULA***

THIS Memorandum of AGREEMENT (**the “Agreement”**) is made effective as of this 14th day of October, 2021 (the **“Effective Date”**), by and between the Ravenswood City School District, a public school district organized and existing under the laws of the State of California (**the** “**District**") and **The Boys and Girls Club of the Peninsula**, a non-profit public benefit corporation organized and existing under the law of the State of California ("**BGCP**"). The District and Partner are collectively referred to herein as the **“Parties,** and each is individually referred to, from time to time, as a “**Party**”.

## *RECITALS*

 **WHEREAS,** the District and BGCP have run after school programming and a summer programming in the past and would like to continue running these programs; and

**WHEREAS,** the state budget increased the amounts through the ASES program, the revised amounts which are in Appendix A, necessitating a revise from the earlier contract approved in the summer; and

**WHEREAS,** the Parties would like to outline an agreement that ensures the safety of children; alignment with school curriculum; successful compliance with ASES funding; and clear communication; and

 **WHEREAS,** the Parties would like to extend the lease in the short term, while also giving flexibility to either Party to cancel the lease with relatively short notice; and

 **WHEREAS,** the Parties desire to make no other material changes to the terms of the lease;

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## TERMS OF UNDERSTANDING

This agreement is effective on July 1, 2021 and will remain in effect until June 30, 2024, unless terminated pursuant to Section VII. The parties shall continue meeting regularly and reviewing the MOU as appropriate and when necessary. Amendments to this MOU must be provided to all signing persons and will become effective upon the signed approval of all parties

1. **BGCP Obligations**
2. BGCP will recruit, enroll, and provide a high-quality expanded learning time program for the following target number during the school year.
	1. 200 students at Belle Haven campus
	2. 235 students at Costaño campus
	3. 125 students at Los Robles Ronald McNair Academy
	4. 150 students at Cesar Chavez Ravenswood Middle School
3. Additionally, BGCP is responsible for ensuring that the district hits its attendance target, specifically 85% of the 83 students for each elementary school and 85% of the 113 students for middle school, attendance target to avoid any grant reductions due to attendance.
4. BGCP will provide its Expanded Learning Time Program, as detailed in its annual program plan, to students starting immediately after school and remain open until at least 6:00pm every regular school day (including minimum days), for a minimum of 15 hours per week, 5 days a week, for 177 days during the regular school year. (For accounting purposes, the State counts the individual students served and the amount of days multiplied by students are served which are reflected below.)
5. BGCP will work with a minimum number of students each day:
	1. 83 students each day at Belle Haven campus, providing after school program services to a minimum total of 14,691 students over the course of the school year
	2. BGCP will work with a minimum of 113 students each day at Costaño campus providing after school program services to a minimum total of 20,001 students over the course of the school year
	3. BGCP will work with a minimum of 83 students each day at Los Robles Ronald McNair providing after school program services to a minimum total of 14,691 students over the course of the school year
	4. BGCP will work with a minimum of 113 students each day at Cesar Chavez Ravenswood Middle School providing after school program services to a minimum total of 14,691 students over the course of the school year
6. **District Obligations**
7. The District will ensure that the School Principal are designated for assistance in implementing The BGCP Expanded Learning Time Program on the campuses listed above. The administrators will perform, but will not be limited to, the following functions:
	1. Meet weekly with BGCP site leadership to share information and feedback to ensure the program is aligned and continues to meet student and school priorities.
	2. Communicate any pertinent information to BGCP site leadership that will impact the delivery of the Expanded Learning Time Program, including but not limited to schoolwide events, operational considerations, or other circumstances.
	3. Facilitate communication between BGCP afterschool staff and RCSD school day staff to support the effective implementation of the Expanded Learning Time Program.
8. The District agrees to appoint District staff, as necessary, to act as the primary point of contact between BGCP and RCSD for the development of a strategic plan for serving Ravenswood students.
9. The District will provide appropriate facilities for the Expanded Learning Time Program on the school campus, including general maintenance and custodial services for all spaces designated for the Expanded Learning Time Program.
10. The District will provide office space for:
	1. 3 full-time BGCP staff on the Belle Haven campus.
	2. 4 full time staff on the Costaño campus
	3. 2 full time staff on the Los Robles Ronald McNair campus
	4. 3 full time staff on the Cesar Chavez Ravenswood Middle School campus
11. The District will provide BGCP staff and students during the Expanded Learning Time Program access to resources, including but not limited to computer labs, laptop carts, and internet access.
12. The District will provide BGCP Operations and IT staff appropriate access to facilities on all campuses and District Operations and IT staff to support ongoing facilities and technology needs and office relocations.
13. The District agrees that District staff will help facilitate the process to gain access to program needs such as appropriate space, student information, etc.
14. 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.
15. The District will provide student report card and student progress information to BGCP for instructional placement and will abide by the terms of the Data-Sharing MOU signed in May 2021.
16. **BGCP Obligations**
17. BGCP 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) and BGCP’s annual program plan will be determined jointly by representatives from District and BGCP.
18. BGCP agrees to collaborate with the Director of Student Services and other RCSD staff in providing timely attendance reports, programming updates, student reports, accountability reports, and other unspecified reporting.
	1. ALAS attendance will be submitted monthly
	2. BGCP site leadership will meet weekly with site principals to share student and programming updates
	3. A BGCP site leadership representative will also attend monthly District ALAS program coordinator meetings.
19. BGCP agrees to work with RCSD Child Nutrition Services for any food service needs.
20. BGCP agrees that services provided by BGCP pursuant to this MOU may be supervised and evaluated by staff from the Ravenswood City School District as a supplement to BGCP primary oversight.
21. BGCP will ensure that there is 20:1 student to supervisory staff ratio at all times.
22. BGCP 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.
23. BGCP agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
24. BGCP 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.
25. BGCP agrees that when its interns and volunteers are utilized, staff from BGCP 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.
26. BGCP 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. BGCP will provide RCSD with written verification that program staff has been cleared.
27. **Finance and Compliance**
28. **FY21-22 Base Allocation**

The district expects to receive $577,067.40 as its “base” allocation through ASES.

1. The District will compensate BGCP for work accomplished as outlined in this agreement through ASES funding in the full allotment for Belle Haven, Costaño, Los Robles Ronald McNair, and Cesar Chavez Ravenswood Middle School. The amount will be dependent on the State allocation, which the Parties expect to be for the 2021-22 school year:
	* 1. $133,169.40 each for Belle Haven, Costaño, Los Robles Ronald McNair.
		2. $177,559.20 for Cesar Chavez Ravenswood Middle School.

BGCP should create a staffing plan based on this expenditure per school and should bill the district the exact amount per school.

1. **FY21-22 Supplemental Allocation**

In SY21-22 the District expects to receive $70,846.13 in “supplemental” allocation through ASES. This funding is intended to cover costs associated with summer programming. The District expects to allocate funding by site:

* + 1. Belle Haven -- $9,588.20
		2. Cesar Chavez Ravenswood Middle -- $26,633.88
		3. Costano -- $25,035.85
		4. Los Robles-Ronald McNair -- $9,588.20

BGCP should create a staffing plan based on this expenditure per school and should bill the district the exact amount per school.

1. **Other Notes**
	1. This amount will be inclusive of all salaries, benefits, program materials & supplies, overhead, and all other costs. This cost is intended to be the minimum expended per site. If costs exceed the allocation at each site, BGCP
	2. This amount, while fixed, is predicated upon the assumption that the District will reimburse BGCP at approximately $8.19 per student per day. If at the end of the year the total paid fixed costs are significantly greater than the equivalent per-student cost (e.g. enrollment multiplied by $8.19) the parties shall meet to evaluate options.
	3. If in a given year the reimbursed costs to provide this service exceed the actual costs to run BGCP’s program, BGCP will pay any excess costs.
	4. It is mutually agreed that if sufficient funds are not appropriated for the program in the current year budget and/or subsequent years covered under this contract, then this contract shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to BGCP or furnish any other considerations under this contract, and BGCP shall not be obligated to perform any provisions of this Contract.
	5. BGCP understands that all items purchased with the grant monies are the property of the District.
	6. Because of the expanded requirements of summer school in 2021, the District expects to pay some amount from the SY20-21 ASES Allocation in addition to the full supplemental allocation as outlined in Section V.B.
	7. COVID has given the district slightly greater ASES flexibility. Please see Appendix A for a revised SY2020-21 ASES allocation.
2. **Payment Requirements**

In order to receive the proper amounts each month, BGCP is required to do the following:

1. BGCP will provide enrollment information for each site.
2. BGCP will provide the 33% match required by the grant.
3. BGCP is responsible for ensuring that their program meets fiscal year targeted attendance. See Section II.B
4. Before the first invoice is submitted, BGCP must provide a budget to the District, which shows that 92.5% of all projected revenue will be spent on direct services. Administrative costs/indirect costs may not exceed 7.5% of the budget submitted by BGCP.
5. BGCP shall submit to the District all financial documents including a written budget of estimated expenses for each program site at the beginning of the District’s fiscal year and statistical and narrative reports required by the District. At a minimum, BGCP agrees to submit the following reports:
	* 1. program budget for the term of this agreement, to be submitted within thirty days of the commencement of services;
		2. year-end accounting;
		3. State and Federal evaluation templates;
		4. Attendance track records.

All such reports shall be submitted on a timely basis. The District reserves the right to place additional reporting requirements on BGCP as appropriate.

1. **Payment Terms**

For each school, the District agrees to pay one-tenth of the base amount each month from September to June. Payment due in 30 days after receipt of invoice and backup documentation.

1. **Audit**
	1. BGCP shall maintain, and the District shall have the right to examine and audit, all of the books, records, documents, accounting procedures and practices and other evidence regardless of form or type, sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the contract. Within ninety (90) days of termination of services at any site, BGCP agrees to turn over all relevant records from program operations to the District, including, but not limited to, attendance records, accounting documents, cancelled checks, and expense receipts.
	2. BGCP shall make said evidence available to District at all reasonable times and without charge to District. Said material shall be provided to District within five (5) working days of a written request from District. BGCP shall, at no cost to District, furnish assistance for such examination/audit. BGCP and its suppliers shall keep and preserve all such records for a period of no less than five (5) years, and in no event for a period shorter than required by the funding grant, from and after final payment or contract termination. District’s rights under this section shall also include access to BGCP’s offices for the purpose of interviewing BGCP’s employees.
	3. BGCP’s failure to provide records or access within the time requested shall preclude BGCP from receiving any payment due under the terms of this contract until such evidence/documents are provided to District.

1. **Confidentiality**

CONFIDENTIALITY The parties shall maintain the confidentiality of all records generated during the period of this agreement pursuant to applicable Federal and State laws.

1. **TERMINATION**

This Agreement may be terminated by either party by giving a minimum of thirty (30) days advance written notice to all parties.

1. **NOTICES**

All notices of the parties shall be in writing and shall be addressed as set forth below:

**Signatures**

|  |  |
| --- | --- |
| Dated:  | Boys and Girls Club of the Peninsula  |
| Dated:  | RAVENSWOOD CITY SCHOOL DISTRICTGina Sudaria, Superintendent |

***Appendix A: Addressing Prior Year COVID Funding Changes***

In SY20-21 COVID created challenges with running a sufficiently large program. Additionally, coming out of the pandemic the district and BGCP have explored expanding the services offered - including the district’s largest ever summer programming (as a percentage of enrollment) and a more robust extended day.

To account for the additional costs and to take advantage of the flexibility allowed in SY20-21 whereby districts have an extension to spend all SY20-21 base or supplemental funds until 12/31/2021, BGCP will bill according to the schedule below.

***Annual Spending Pattern for Reference***

|  |  |  |
| --- | --- | --- |
| **School** | **SY 2020-21**  | **SY 2021-22\*\*** |
| Base | Supplement | Base | Supplement |
| **Summer, 2021** |
| Belle Haven | *NA* |  $9,588.20 | *NA* |  $10,988.08 |
| Costano | *NA* |  $25,035.85 | *NA* |  $28,691.08 |
| Cesar Chavez RMS | *NA* |  $26,633.88 | *NA* |  $30,522.43 |
| Los Robles Ronald McNair | *NA* |  $9,588.20 | *NA* |  $10,988.08 |
| **School Year 2021-2022** |
| Belle Haven |  $65,585.52\* | *NA* | $152,612.13 | *NA* |
| Costano |  $53,513.46\* | *NA* | $152,612.13 | *NA* |
| Cesar Chavez RMS |  $83,488.86\* | *NA* | $203,482.84 | *NA* |
| Los Robles Ronald McNair | $113,824.62\* | *NA* | $152,612.13 | *NA* |

\*Must be for costs incurred by 12/31/21. One time remaining base funds from SY2020-21.

\*\*This reflects the increased amounts in the state budget (a 14.6% increase).

Note: If this partnership continues, Summer 2022 will be paid for out of SY22-23 funds.