Memorandum of Agreement

**Between**

**Virginia Literacy Foundation**

**Excellence in Children’s Early Language and Literacy Skills (ExCELL)**

**413 Stuart Circle, Suite 303**

**Richmond, VA 23220**

**and**

**Richmond Public Schools (RPS)**

**301 North Ninth Street**

**Richmond, VA 23219**

**August 15, 2019**

**Purpose:**

The purpose of this agreement is to establish guidelines for the Virginia Literacy Foundation (VLF) to effectively implement specific, selected components, as set out below, from the ExCELL program in the RPS Virginia Preschool Initiative (VPI) and Head Start programs located in the Summer Hill Preschool Center.

**Background:**

EXCELL is a professional development and coaching program to assist early childhood education teachers to teach the basics of reading. The additional focus for the 2019-2020 school year will be to support teachers in integration of evidenced-based language and literacy instruction and high quality teacher-child interactions for instructional support within the Creative Curriculum day. The professional coaching component is provided in order to enhance the professional development provided.

**Scope of Services:**

The VLF, through personnel from The Literacy Institute at VCU, agrees to provide the following services, activities, and materials to 14 RPS VPI and Head Start classrooms:

* Monthly 3-hour professional development (PD) sessions for teachers and instructional assistants
* Selected classroom instructional materials to promote strategies presented in PD sessions
* Bi-weekly classroom-based technical assistance to teachers and instructional assistants by ExCELL staff based on the needs of each individual teacher
* 3 scheduled family field trips aligned with ongoing curriculum
  + Families will participate in a brief pre-trip meeting to discuss learning goals, parent-child interactions, and overview of the trip
  + Families will participate in post-trip celebrations and debriefing
  + Families will receive field trip related take home books and materials for extended home connections
* Weekly family focused sessions for a small cohort of parents/family members for parenting and adult education needs
* Site-based 1.5 hour family events (1 per month for the duration of the agreement) provided by ExCELL Family Specialists
  + - The families will receive monthly take-home literacy materials and children’s books to encourage home-based literacy-related activities demonstrated at family events.

As a professional development program, ExCELL builds a common knowledge base with teachers, introducing evidence-based practices and enhanced routines. The 2019-2020 series will provide teachers with the necessary supports for integrating new practices, developing expertise in data-driven instructional practices, and will specifically target identified areas of need based on evaluation data and feedback from program leadership.

RPS agrees to provide the following:

* An RPS staff member that can serve as a point person for planning, coordinating, implementing, and monitoring all services and activities provided by ExCELL
* Staff to coordinate, support, and advertise, in compliance with RPS School Board policies, the site-based family literacy events and activities
* Monitoring and support for implementation of the ExCELL program by doing the following:
  + Participating in scheduled partner meetings for planning and oversight
  + Collaborating with ExCELL for problem solving implementation challenges
  + Promoting active teacher participation in professional development and coaching sessions

**Time of Performance:**

The period of the agreement is September 1, 2019 through May 31, 2020. Either party may terminate this agreement for any reason with 30 days’ notice in writing to the other party. The parties agree that the party requesting termination will cite the exact reasons for termination in the termination request. Termination may be done electronically so long as the request for termination is on the letterhead of the party requesting termination and the person whose signature is on the letter requesting termination has the authority to request the termination of the agreement.

**Payment:**

The Summer Hill project is fully funded through public and private sources.

**Certification:**

VLF certifies to RPS by the signing of this document that all volunteers and employees who will have direct contact with students and/or will be present on RPS property when school age children are present have not been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child. Such certification will be attached to this agreement. Convictions for all felonies and certain misdemeanors are strictly prohibited. Please refer to the Volunteer and Partner Background Prohibited Sheet for more information. If it is discovered that VLF did not notify RPS of a charge or conviction of one of its volunteers and/or employees participating in the program of a felony or any offense listed on the strictly prohibited list, RPS may terminate this agreement immediately upon written notification to VLF. If the program is discontinued due to the failure of VLF to notify RPS of the charge or conviction of one of its employees or volunteers participating in the program of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child, permission of any and all volunteers and/or employees of VLF to have direct contact with students and/or enter upon an RPS campus will be immediately revoked.

VLF agrees that, at the request of RPS, an employee or volunteer assigned to the program(s) subject to this Agreement, will be reassigned to a more appropriate placement in RPS or will be removed from RPS completely, if it is discovered that the employee or volunteer is engaged in activities that, while not criminal in nature, makes their placement inappropriate in their current school placement or in RPS in general.

**Confidentiality**

VLF agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student records and information, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Va. Code §22.1-287, for any and all student records and information that it receives from RPS. Additionally, VLF agrees that it will comply with all federal, state, and local laws and regulations regarding the confidentiality of student health records and information, including but not limited to the Health Information Portability and Accountability Act (HIPAA) and Va. Code §32.1127.1:03, for any and all student health records and information that it receives from RPS. Under no circumstances will any and all information provided by RPS be released by VLF to any third party without the written permission of the parent or guardian of the student participating in the program and/or the adult student participating in the program.

**Limited Liability of RPS**

RPS shall not be responsible for any and all personal injury and/or property damage that occurs to the employees, volunteers or participants of the VLF program while on and/or traveling to and/or from and/or between RPS property and/or while participating in any and all activities that are undertaken and/or arise pursuant to this Agreement.

**Anti-Discrimination:**

VLF will not discriminate against any student or staff who wants to participate in its activities because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination, except where the disability is such that, even with reasonable accommodations, the disability prevents the student or staff member from meaningfully participating in the activity. However, per the terms of this agreement, if the disability prevents a student or staff member who would like to participate from meaningfully participating in the program, VLF will offer a similar but alternative activity where a person with a disability could more meaningfully participate.

**Mutual Agreement**

This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both VLF and RPS.

**Severability**

If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

**Captions**

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

**No Waiver**

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

**Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

**Binding Effect**

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. The parties are bound under the terms of this PA only to the extent funds are available to perform its obligations hereunder.

**In Witness Whereof**, the parties hereto have executed this Agreement as the day and year here in above written:

ATTEST:

Richmond Public Schools

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jason Kamas,Superintendent Date

Virginia Literacy Foundation/The Literacy Institute at VCU

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mark Emblidge, Executive Director Date

The Literacy Institute

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cynthia W Hutchinson, Project Director Date

*Approved as to form by the Counsel for the School Board of the City of Richmond:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Harrell & Chambliss LLP Date