

**Memorandum of Understanding Between
Natomas Unified School District
and
Roberts Family Development Center**

Purpose:

This Memorandum of Understanding (“Agreement”) specifies the expectations of the partnership between **Natomas Unified School District**, a California public school district (“NUSD”), and **Roberts Family Development Center** (“RFDC”), to implement an after school program specifically designed for low income at-risk students.

Description of Services:

Under this Agreement, Roberts Family Development Center agrees to provide an after-school program providing tutoring, parent/family engagement, educational activities, and twice-weekly student enrichment activities. RFDC also agrees to provide a 2017 summer program. Both programs are outlined in Exhibit A. Student services will be provide to forty (40) students per site for two (2) elementary sites for a total student service agreement of eighty (80) students and their families. Under this Agreement, NUSD agrees to pay One-Hundred Ninety-Three Thousand, Five Hundred (\$193,500) for the After School Program and One Hundred Fifty-Five Thousand, Eight Hundred Seventy (\$155,870) for the Summer Program for a total of Three Hundred Forty-Nine Thousand, Three Hundred Seventy Dollars (\$349,370) to Roberts Family Development Center in accordance with the terms provided below.

Roberts Family Center will:

1. Complete a facility use agreement for each Site and provide the District with evidence of the required certificates of insurance in accordance with the facility use agreements.
2. Ensure all employees and mentors comply with Education Code requirements, which includes submitting fingerprints to the Department of Justice pursuant to Section 45125.1, and submit to the District certificates evidencing completion of the fingerprinting and criminal background investigation. The District’s form of the certificate is appended to this Agreement.
3. Roberts Family Development Center will gather and submit to District formative assessment data to reflect RFDC’s progress at each Site, and to include overall program attendance.
4. Roberts Family Development Center will conduct a parallel evaluation of program progress at each Site to include the metrics listed in this contract, and will meet with NUSD to discuss outcomes.
5. Coordinate all Roberts Family Development Center activities with the principals of each Site.
6. The After-School Program and Summer School Program Services include but are not limited to the following and as outlined in Exhibit A:

After-School Program:

Overview

Support children and families around five (5) essential components:

- High quality academic achievement enrichment
- Parent/family involvement

- Social action/civic engagement
- Intergenerational leadership development
- Physical/mental health

Service Provided in Support of Overview

- A. Hire a total of four (4) service providers to facilitate specialized activities for students.
- B. Rotate the four (4) providers between two elementary sites providing enrichment activities two (2) days each week per site.
- C. Service providers enrichment activities to include:
 - Parent/Family engagement activities including monthly parent meetings that provide educational opportunities for families to become familiar with community and program information
 - Provide two (2) to three (3) family educational night including a Family Math or Family Literacy Night.
- D. Implement an integrated reading curriculum and develop engaging lesson plans and activities to accompany the curriculum

Summer Program:

Roberts Family Development Center will provide a seven (7) weeks summer program in 2017, Monday through Friday from 8:00 am to 3:00 pm. The summer program will utilize the *Freedom Schools* model that works to ensure each student is equipped with the necessary skills to succeed in life. The Program supports student motivation to read, generates a positive attitude towards learning, and connect the needs of children and families to the resources in their community. Through the model, Summer program services support academic and social-emotional support at two (2) elementary sites as outlined in Exhibit A:

- Services for eighty (80) students
- Student materials to support the Integrated Reading curriculum
- Project coordinator overseeing two sites
- Eight (8) leader interns
- Two (2) junior leader interns
- Two (2) certificated NUSD teachers
- Weekly field trips
- Weekly parent education classes
- Outside evaluation of summer program
- Extra-curricular enrichments
- Family and community outreach services
- National training on Freedom Schools for all Summer program employees including one (1) NUSD administrator with the exception of the junior leader interns

Methods of Assessment:

NUSD will evaluate the effectiveness of Roberts Family Development Center by analyzing key performance indicators for NUSD students served by Roberts Family Development Center.

Key Performance Indicators:

Increase in Reading Performance

Improved Attendance Rate

Decline in Behavior Referrals

Natomas Unified School District (NUSD) will:

1. Provide adequate workspace, furniture, technology and equipment at each Site for the Roberts Family Development Center after school program without charging a facility use fee.
2. Make the total payment of One-Hundred Ninety-Three Thousand, Five Hundred (**\$193,500**) for the After School Program to be paid with an initial start-up payment of Fifty Thousand Dollars (**\$50,000**) on July 1, 2016 upon commencement of the Term, and the remaining balance shall be paid as invoiced in quarterly increments on October 1, 2016, January 1, 2017, and April 1, 2017.
3. Make the total payment of One Hundred Fifty-Five Thousand, Eight Hundred Seventy (**\$155,870**) for the Summer Program to be paid with an initial start-up payment of Fifty Percent (**\$77,935**) on April 1, 2017 upon commencement of the Term, and the remaining balance shall be paid as invoiced on June 1, 2017.
4. Payments shall be directed to the following address:
 Roberts Family Development Center
 770 Darina Ave
 Sacramento, CA 95815

Term:

The term of this Agreement shall commence July 1, 2016 and end July 31, 2017 or after the last day of the summer program.

Termination Clause:

Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Notice shall be deemed served on the date of the mailing or personal delivery.

Indemnification:

NUSD agrees to defend, indemnify, and hold harmless Roberts Family Development Center (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of NUSD, its director, agents, officers, mentors, volunteers, or employees arising from NUSD's duties and obligations in connection with providing facilities to RFDC under this Agreement or imposed by law in connection this Agreement, except to the extent due to the negligence or willful misconduct of RFDC, its director, agents, officers, mentors, volunteers, and employees.

Roberts Family Development Center agrees to defend, indemnify, and hold harmless NUSD (including its trustees, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of Roberts Family Development Center, its director, agents, officers, mentors, volunteers, or employees arising from, connected with, or as a

result of Roberts Family Development Center's duties, services, and obligations under, in connection with or arising from this Agreement or imposed by law in connection this Agreement, except to the extent due to the negligence or willful misconduct of NUSD. NUSD has the right to accept or reject any legal representation that RFDC proposes to defend NUSD.

Independent Agents:

This Agreement is by and between two independent agents, Roberts Family Development Center and NUSD, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. Roberts Family Development Center shall be expected to independently comply with all relevant laws including, but not limited to those regarding fingerprinting, criminal background checks, and tuberculosis screening.

Nondiscrimination:

Any service provided by either party pursuant to the Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identify, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

[Signatures on Following Page.]

Signatures:

The following signatures have agreed to the responsibilities stated within this Memorandum of Understanding, and have been authorized by their respective governing bodies to enter into this Agreement:

Derrel Roberts
Roberts Family Development Center

Date: _____

Keven MacDonald, Assistant Superintendent
School Leadership and Support

Date: _____

William Young, Deputy Superintendent

Date: _____

- FORM DOCUMENT -

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the Board of Trustees of Natomas Unified School District (“District”) as follows:

- That I am a representative of Roberts Family Development Center (RFDC) under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certification on behalf of the corporation.

Roberts Family Development Center certifies that it has taken at least one of the following actions with respect to the activities contemplated under the Agreement (check one):

- Roberts Family Development Center has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of its mentors, employees, volunteers, and staff who may have contact with District pupils in the course of performance pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Improve Your Tomorrow’s mentors, employees, volunteers, and staff who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- The activities under the Agreement will be conducted at an unoccupied school site and no employee, mentor, volunteer, and/or subcontractor shall come in contact with the District pupils.

Roberts Family Development Center’s responsibility for background clearance extends to all of its mentors, employees, volunteers, and staff coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Roberts Family Development Center.

Roberts Family Development Center

Signature: _____

Print Name: _____

Title: _____

Date: _____