

Memorandum of Understanding Between  
Natomas Unified School District and  
Improve Your Tomorrow

**Purpose:**

This Memorandum of Understanding (“Agreement”) specifies the expectations of the partnership between **Natomas Unified School District**, a California public school district (“NUSD”), and **Improve Your Tomorrow**, a California corporation (may also be referenced as “IYT”), to implement a college preparatory program specifically designed for young men of color.

**Description of Services:**

Under this Agreement, Improve Your Tomorrow agrees to provide tutoring, mentorship, life skills workshops, college tours and career exploration to seventy-five (75) 9<sup>th</sup> and 10<sup>th</sup> graders at Natomas High School, thirty (30) 8<sup>th</sup> grade students at Natomas Gateways Middle School and twenty-five (25) 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grade students at Discovery High School. Under this Agreement, NUSD agrees to pay One Hundred Twenty-Five Thousand Dollars (\$125,000) to Improve Your Tomorrow in accordance with the terms provided below.

**The Sites:**

1. Natomas High School
2. Natomas Gateways Middle School
3. Discovery High School

**Improve Your Tomorrow 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. Improve Your Tomorrow will gather and submit to District formative assessment data to reflect IYT’s progress at each Site, to include overall program attendance, as well as qualitative student feedback
4. Improve Your Tomorrow will administer the SEL (Social Emotional Learning) survey to program participants at each Site. The survey will be provided by NUSD.
5. Improve Your Tomorrow 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.
6. Coordinate all Improve Your Tomorrow activities with the principals of each Site.
7. Services include but are not limited to the following:

**Natomas High School Program**

1. *Academic Affairs* is a comprehensive program that supports and encourages students to succeed in high school while preparing them for the rigors of college. Students are

expected to attend weekly study halls where they receive tutoring and have access to much needed learning materials.

*Service Provided*

- A. Minimum of one hundred (100) hours of tutoring during the Term. Tutoring will occur a minimum of two (2) days per week.
  - B. Each session will have trained tutors present to provide homework help.
  - C. Improve Your Tomorrow will provide snacks to students during study hall
2. *Student Life* provides students with the opportunities, resources, and tools to:
- 1) explore their passions, 2) constructively engage their communities through volunteerism, 3) participate in internships and 4) partake in other civic activities.

*Services Provided*

- A. Twenty-four (24) hours of Institutes: An IYT Institute is our classroom-based workshop where students learn different life skills.
  - B. Up to two (2) community service opportunities during the Term.
  - C. One (1) month paid internship at the State Capitol for those students who wish to apply and are accepted (*please note that internship placements depend on availability*).
  - D. One (1) field trip during the Term that focuses on team building. The field trip will be coordinated and paid for by IYT.
3. *College Affairs*: High school students will be guided through all aspects related to college admissions and will visit several colleges per academic year. Students will also receive support identifying and applying to a variety of college scholarships.

*Services Provided*

- A. Academic planning that ensures students complete A-G requirements.
  - B. SAT Prep classes during the student's junior year.
  - C. Help with identifying potential colleges.
  - D. Help with filling out college applications, including 1-on-1 assistance with completing personal statements.
  - E. Assistance in applying for scholarships and filling out the FAFSA during their senior year.
  - F. Minimum of two (2) college/university visits per year. These visits will be coordinated and paid for by IYT.
4. *Mentorship* is a vital component to the success of our program. IYT staff and community advocates serve as mentors to IYT students where they offer support and insight that adds another element of positivity and encouragement.

*Service Provided*

- A. An assigned mentor that encourages and helps students through their 4 years of high school.

## Natomas Gateways Middle School

1. Academic Affairs is a comprehensive program that supports and encourages students to succeed in middle school, while preparing them for the increased academic expectations in high school. Students are expected to attend weekly study halls where they receive tutoring and have access to much needed learning materials.

### *Service Provided*

- A. Minimum of sixty (60) hours of homework help during the Term. The sessions will be conducted on-site two (2) days per week.
  - B. Each session will have trained tutors present to provide homework help.
  - C. Students will also be provided snacks during study hall.
2. Student Life provides students with the opportunities, resources, and tools to:  
1) explore their passions, 2) constructively engage their communities through volunteerism, 3) participate in internships and 4) partake in other civic activities.

### *Services Provided*

- A. Twenty-two (22) hours of Institutes: An IYT Institute is our classroom-based workshop where students learn different life skills.
  - B. Up to two (2) community service opportunities during the Term.
  - C. One (1) field trip per year that focuses on team building. The field trip will be coordinated and paid for by IYT.
3. College Affairs encourages and guides students to develop an “I will go to college” mindset including: 1) understanding the importance of attending college, 2) the college admissions process, 3) understanding the importance of completing A-G requirements, 4) identifying colleges and universities, and 5) visiting select colleges and universities.

### *Services Provided*

- A. Visit two (2) Colleges/Universities per year. The college visits will be coordinated and paid for by IYT.
  - B. Gain an understanding of the requirements needed to attend college.
  - C. Learn about the importance of attending college.
  - D. Assistance with identifying potential colleges.
4. Mentorship is a vital component to the success of our program. IYT staff and community advocates serve as mentors to IYT students where they offer support and insight that adds another element of positivity and encouragement.

### *Service Provided*

- A. An assigned mentor that encourages and helps students through their three (3) years of middle school.

## Discovery High School Program

5. Academic Affairs is a comprehensive program that supports and encourages students to succeed in high school while preparing them for the rigors of college. Students are expected to attend weekly study halls where they receive tutoring and have access to much needed learning materials.

### *Service Provided*

- A. Minimum of seventy (70) hours of tutoring during the Term. Tutoring will occur a minimum of two (2) days per week.
  - B. Each session will have trained tutors present to provide homework help.
  - C. Improve Your Tomorrow will provide snacks to students during study hall
6. Student Life provides students with the opportunities, resources, and tools to:
    - 1) explore their passions, 2) constructively engage their communities through volunteerism, 3) participate in internships and 4) partake in other civic activities.

### *Services Provided*

- A. Twelve (12) hours of Institutes: An IYT Institute is our classroom based workshop where students learn different life skills.
  - B. Up to two (2) community service opportunities per school year
  - C. One (1) month paid internship at the State Capitol for those students who wish to apply and are accepted (*please note that internship placements depend on availability*).
  - D. One (1) field trip per year that focuses on team building. The field trip will be coordinated and paid for by IYT.
7. College Affairs: High school students will be guided through all aspects related to college admissions and will visit several colleges per academic year. Students will also receive support identifying and applying to a variety of college scholarships.

### *Services Provided*

- A. Help with identifying potential colleges.
  - B. Help with filling out college applications, including 1-on-1 assistance with completing personal statements.
  - C. Assistance in applying for scholarships and filling out the FAFSA during their senior year.
  - D. Minimum of two (2) college/university visits during the Term. College visits will be coordinated and paid for by IYT.
8. Mentorship is a vital component to the success of our program. IYT staff and community advocates serve as mentors to IYT students where they offer support and insight that adds another element of positivity and encouragement.

### *Service Provided*

- A. An assigned mentor that encourages and helps students through their four (4) years of high school.

**Methods of Assessment:**

NUSD will evaluate the effectiveness of Improve Your Tomorrow by analyzing key performance indicators for NUSD students served by Improve Your Tomorrow, including:

**Natomas High School Key Performance Indicators:**

Increase in Grade Point Average  
Improved Attendance Rate  
Decline in Suspension/Expulsion Rate  
Increase in Credit Completions  
Reduction in the Number of D's and F's as compared to the previous semester

**Natomas Gateways Middle School Key Performance Indicators:**

Increase in Grade Point Average  
Improved Attendance Rate  
Decline in Suspension/Expulsion Rate  
8<sup>th</sup> Grade Promotion Rate  
Reduction in the Number of D's and F's as compared to the previous semester

**Discovery High School Key Performance Indicators:**

Increase in Grade Point Average  
Improved Attendance Rate  
Decline in Suspension/Expulsion Rate  
Increase in Credit Completions  
Reduction in the Number of D's and F's as compared to the previous semester

Improve Your Tomorrow will submit an evaluation form to NUSD for each Site no later than two (2) weeks after grades have posted for the Spring semester.

**Natomas Unified School District (NUSD) will:**

1. Provide adequate workspace, furniture, technology and equipment at each Site for the Improve Your Tomorrow instructional program without charging a facility use fee.
2. Make the total payment of One Hundred Twenty-Five Thousand Dollars (**\$125,000**) to be paid with an initial start-up payment of Eighteen Thousand Seven Hundred Fifty Dollars (**\$18,750**) on July 1, 2016 upon commencement of the Term, and the remaining balance of One Hundred Six Thousand Two Hundred Fifty Dollars (\$106,250) shall be paid as invoiced in eleven (11) monthly increments of Nine Thousand Six Hundred Fifty-Nine and 009/100 Dollars (**\$9,659.09**) commencing from August 1, 2016 to Improve Your Tomorrow, with payments directed to the following address:

Improve Your Tomorrow  
1017 L Street #632  
Sacramento, CA 95814

**Term:**

The term of this Agreement shall commence July 1, 2016 and end June 30, 2017.

**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 Improve Your Tomorrow (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 IYT under this Agreement or imposed by law in connection this Agreement, except to the extent due to the negligence or willful misconduct of IYT, its director, agents, officers, mentors, volunteers, and employees.

Improve Your Tomorrow agrees to defend, indemnify, and hold NUSD (including its trustees, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of Improve Your Tomorrow, its director, agents, officers, mentors, volunteers, or employees arising from, connected with, or as a result of Improve Your Tomorrow'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 IYT proposes to defend NUSD.

**Independent Agents:**

This Agreement is by and between two independent agents, Improve Your Tomorrow 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. Improve Your Tomorrow 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:

\_\_\_\_\_  
Michael Lynch, CEO  
Improve Your Tomorrow

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 Improve Your Tomorrow, a California corporation, 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.

Improve Your Tomorrow certifies that it has taken at least one of the following actions with respect to the activities contemplated under the Agreement (check one):

- Improve Your Tomorrow 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.

Improve Your Tomorrow’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 Improve Your Tomorrow.

**Improve Your Tomorrow**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Corporate Title: \_\_\_\_\_

Date: \_\_\_\_\_