

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 one hundred (90) 9th, 10th, 11th and 12th graders at Natomas High School, twenty (20) 7th and 8th grades at Natomas Middle School, fifteen (15) 12th 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. Discovery High School
3. Natomas Gateway Middle

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

Academic Support

- Weekly group study halls
- Small group/e one to one tutoring

- Monthly institutes where facilitators present on a variety of topics that are aimed towards ranging from entrepreneurship to cultural awareness.

College Preparation Initiative

- Advising on college planning and preparation
- Personal statement coaching on college application essays
- College/University visits

Workforce Development

- Annual career oriented visits to various corporations/government entities
- 8 week paid summer Capitol Internship Program
- IYT College Hire Program (We hire IYT college students to work as mentors/tutors to IYT high/middle school students)
- 2-3 Volunteer opportunities per year

Cognitive Skills Development:

- “I am Me” summer program that strengthens decision-making and coping capabilities among students who have experienced chronic stress or violence.

Discovery High School Program

Cognitive Skills Development:

- Weekly “I am Me” classes that strengthens decision-making and coping capabilities among students who have experienced chronic stress or violence.

Academic Support

- Weekly group study halls
- Monthly institutes where facilitators present on a variety of topics that are aimed towards ranging from college, entrepreneurship to cultural awareness.

College Preparation Initiative

- Advising on college planning and preparation
- College/University visits

Workforce Development

- Annual career oriented visits to various corporations/government entities
- IYT College Hire Program (We hire IYT college students to work as mentors/tutors to IYT high/middle school students)
- 2-3 Volunteer opportunities per year

Natomas Gateway Middle School

Academic Support

- Weekly group study halls
- Small group/ one to one tutoring
- Monthly institutes where facilitators present on a variety of topics that are aimed towards ranging from entrepreneurship to cultural awareness.

College Preparation Initiative

- Advising on college planning and preparation
- 2-3 College/University visits

Workforce Development

- Annual career oriented visits to various corporations/government entities
- IYT College Hire Program (We hire IYT college students to work as mentors/tutors to IYT high/middle school students)
- 3-4 Volunteer opportunities per year

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

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

Natomas Gateway Middle School Key Performance Indicators

Grade Point Average

Attendance Rate

Suspension/Expulsion Rate

8th Grade Promotion Rate

Improve Your Tomorrow will submit an evaluation form to NUSD for each Site no later than two (6) weeks after grades have posted for the Spring semester.

Natomas Unified School District (NUSD) will:

1. Provide a dedicated workspace, furniture, technology and equipment at each Site for the Improve Your Tomorrow instructional program without charging a facility use fee.
2. Complete a data sharing agreement giving Improve Your Tomorrow access to student's grades, attendance and suspension/expulsion data.

1. Make the total payment of One Hundred Twenty-Five Thousand Dollars (**\$125,000**) to be paid with an initial start-up payment of thirty one thousand two hundred and fifty Dollars (**\$31,250**) on July 1, 2017 upon commencement of the term, and the remaining balance of Ninety three thousand seven hundred and fifty dollars (\$93,750) shall be paid as invoiced in eleven (11) monthly increments of eight thousand five hundred twenty two dollars and 73/100 cents (**\$8,522.73**) commencing from August 1, 2017 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, 2017 and end June 30, 2018.

Termination Clause:

Either party may terminate this Agreement without cause upon ninety (90) 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:_____

Kristen Coates, Assistant Superintendent
School Leadership and Support

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: _____