

**Memorandum of Understanding Between
Natomas Unified School District and
Ruthie Bolton AIM HIGH Mentoring**

Purpose:

This Memorandum of Understanding ("Agreement") specifies the expectations of the partnership between **Natomas Unified School District**, a California public school district ("NUSD"), and **Ruthie Bolton** (may also be referenced as "AIM HIGH"), to implement a middle school mentoring program specifically designed for young women of color.

Description of Services:

Under this Agreement, Ruthie Bolton agrees to provide mentorship, life skills workshops and conflict avoidance strategies to (20) 7th and/or 8th graders at Natomas Middle School. Under this Agreement, NUSD agrees to pay Seventeen Thousand Dollars (\$17,000) to Ruthie Bolton in accordance with the terms provided below.

Ruthie Bolton will:

1. 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.
2. Collaborate and support the NUSD in gathering formative assessment data to reflect progress at Natomas Middle School, to include overall program attendance, as well as qualitative student feedback
3. Ruthie Bolton will administer the SEL (Social Emotional Learning) survey to program participants at each Site. The survey will be provided by NUSD.
4. Coordinate all activities with the Natomas Middle School Principal.
5. Services include, but are not limited to, the following:

Natomas Middle School Program

Service Provided

- A. Minimum of seventy-two (72) hours of group mentoring during the school year. The sessions will be conducted on-site two (2) days per week.
- B. Each session will be delivered to two (2) groups of ten (10) students, with each group meeting one (1) day each week for a total of two (2) sessions serving twenty (20) students each week.
- C. Students will be provided with a journal workbook to record goal setting and strategies for academic and social-emotional improvement at school.

Methods of Assessment:

NUSD will evaluate the effectiveness of Ruthie Bolton's AIM HIGH mentoring program by analyzing key performance indicators for NUSD students served by Ruthie Bolton including:

- Increase in Grade Point Average

- Increase in Homework and Classroom Assignment Completion
- Improved Attendance Rate
- Decline in Suspension/Expulsion Rate
- Decline in School Behavior Referrals
- Reduction in the Number of D's and F's as compared to the previous semester

Natomas Unified School District (NUSD) will:

1. Provide adequate workspace, furniture, technology and equipment at each Site for Ruthie Bolton's mentoring program without charging a facility use fee.
2. Make the total payment of Seventeen Thousand Dollars (**\$17,000**) to be paid with an initial start-up payment of Two Thousand Five Hundred and Seventy Five Dollars (**\$2,575.00**) on July 1, 2019 upon commencement of the Term, and the remaining balance of Fourteen Thousand Four Hundred Twenty Five Dollars (\$14,425) shall be paid as invoiced in eleven (11) monthly increments of One Thousand Three Hundred Eleven and 036/100 Dollars (**\$1,311.36**) commencing from August 1, 2019, to Ruthie Bolton, with payments directed to the following address:

Ruthie Bolton
 161 Arnold Gamble Circle
 Sacramento, CA 95835

Term:

The term of this Agreement shall commence July 1, 2019 and end June 30, 2020.

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.

Insurance:

Consultation shall procure and maintain at all time it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
Automobile Liability Insurance – Any Auto Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
Professional Liability	\$2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$2,000,000

Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District)

Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. Is any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Professional Liability (Errors and Omissions).

Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of Agreement plus two (2) years thereafter.

Proof of Insurance. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates Indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

The District may, in its discretion, allow Consultant to agree in writing that Consultant, or Consultant's insurance broker or producer, in lieu of Consultant's insurance carrier, shall provide the thirty (30) days' notice required above.

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's Insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

Acceptability of Insurers.

Insurance is to be placed with Insurers with a currant A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

Indemnification:

NUSD agrees to defend, indemnify, and hold harmless Ruthie Bolton (including 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 Ruthie Bolton under this agreement or imposed by law in connection this agreement, except to the extent due to the negligence or willful misconduct of Ruthie Bolton, as well as her volunteers and employees.

Ruthie Bolton 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 Ruthie Bolton, as well as her volunteers or employees arising from, connected with, or as a result of Ruthie Bolton'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 Ruthie Bolton proposes to defend NUSD.

Independent Agents:

This Agreement is by and between two independent agents, Ruthie Bolton 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. Ruthie Bolton 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 their Memorandum of Understanding, and have been authorized by their respective governing bodies to enter into this agreement:



Ruthie Bolton
AIM HIGH

Date: 5.28.19

Doug Orr, Associate 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 Ruthie Bolton, AIM HIGH Mentoring, 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.

Ruthie Bolton, AIM HIGH Mentoring certifies that it has taken at least one of the following actions with respect to the activities contemplated under the Agreement (check one):

- Ruthie Bolton, AIM HIGH Mentoring 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 Ruthie Bolton, AIM HIGH 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.

Ruthie Bolton, AIM HIGH Mentoring is 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 Ruthie Bolton, AIM HIGH Mentoring.

Ruthie Bolton, AIM HIGH Mentoring

Signature: _____

Print Name: _____

Date: _____

[Handwritten Signature]
Alice Ruth Bolton
5-28-19