

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 student development, tutoring, mentorship, college tours and parent engagement to one hundred ten (110) 9th, 10th, 11th and 12th graders at Natomas High School, twenty-five to forty (25-40) 7th and 8th grades at Jefferson Middle School, and twenty-five to forty (25-40) 11th and 12th grade students at Discovery High School. Under this Agreement, NUSD agrees to pay One Hundred Ninety-Two Thousand Dollars (\$192,000) to Improve Your Tomorrow in accordance with the terms provided below.

The Sites:

1. Natomas High School
2. Discovery High School
3. Jefferson Middle 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. IYT 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. IYT will administer the SEL (Social Emotional Learning) survey to program participants at each Site. The survey will be provided by NUSD.
5. IYT 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 IYT activities with the principals of each Site.
7. Services include but are not limited to the following:

Student Development

- Workshops aimed at improving student’s life skills, college knowledge and leadership ability.
- 1-2 Volunteer opportunities per year

- Student leadership opportunities where each site maintains an elected group of leaders that plan events and provide programmatic feedback

College Tours

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

Academic Support

- Weekly group and one to one tutoring

Parent Engagement

- Parent visit program to promote healthy relationships, connectedness and communication.
- Parent Leadership Council: A compromise of parents from all 15 school sites whom bring parent voice, support, and leadership to support IYT programming.

Mentorship

- Small group and one-to-one mentorship. Each student is assigned an Academic Mentor who meets weekly/monthly with each designated student to review grades, attendance, college advising personal issues, etc.

Distance Learning

In the event of school closures due to COVID 19, *within 3 business days*, IYT students will be supported and engaged through the IYT Virtual platform. The services provided in this platform include; mentorship sessions, live hangouts, workshops, class huddles, parent engagement and tutoring.

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 for students in the program a minimum of 4 semesters
- College attendance rates for students in the program a minimum of 4 semesters
- Improved attendance rate for students in the program a minimum of 2 semesters
- Increase in credit completions for all students participating in program
- Decline in suspension/expulsion rate for students in the program a minimum of 2 semesters.
- Reduction in the number of D's and F's as compared to the previous semester for all students participating in program
- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program

Discovery High School Key Performance Indicators:

- Improved Attendance Rate for students in the program a minimum of 1 semester

- Increase in Credit Completions for students in the program a minimum of 1 semester
- Qualitative survey measuring student school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program

Jefferson Middle School Key Performance Indicators

- Attendance Rate for all students participating in program
- 8th Grade Promotion Rate for all students participating in program
- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for all students participating in program

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

Natomas Unified School District (NUSD) will:

1. Provide a dedicated workspace, furniture, office supplies, 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.
3. Provide access to school site during Improve Your Tomorrow programming
4. Make the total payment of One Hundred Ninety Two Thousand Dollars (**\$192,000**) to be paid with an initial start-up payment of Ninety Six Thousand Dollars (**\$96,000**) on July 1, 2020 upon commencement of the term, and the remaining balance of Ninety Six Thousand Dollars (\$96,000) shall be paid as invoiced in eleven (11) monthly increments of Eight Thousand Seven Hundred and Twenty Seven Dollars and Twenty Seven Cents (**\$8,727.27**) commencing from August 1, 2020 payable within 30 days from time of invoice to Improve Your Tomorrow, with payments directed to the following address:

Improve Your Tomorrow
3780 Rosin Court Suite 240
Sacramento, CA 95834

Term:

The term of this Agreement shall commence July 1, 2020 and end June 30, 2021.

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.

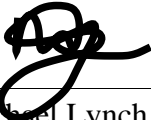
Nondiscrimination:

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: 5/29/20

Angela Herrera
Chief Academic Officer

Date: _____

Javetta Cleveland, 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.

Fingerprinting of Employees. It is contemplated at the time of execution of this Agreement that IYT or its employees will have contact with students during the provision of services under this Agreement. IYT shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. IYT shall not permit any employee to have any contact with District pupils until such time as IYT has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. IYT responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of IYT. IYT will use the District’s Fingerprinting process and form through the Chief Academic Office -Human Resources and pay for related fingerprinting costs. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual’s commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

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: Michael Lynch _____

Corporate Title: CEO _____

Date: 5/29/20 _____