

Memorandum of Understanding Between
Weaver Union School District and
Improve Your Tomorrow, Inc

Overview:

This memorandum of understanding (MOU) specifies the expectations of the partnership between Weaver Union School District (WUSD) and Improve Your Tomorrow (IYT) to implement the IYT College Academy. The partnership takes effect on January 1, 2024 and is effective through December 30, 2026.

Improve Your Tomorrow will:

1. Serve 50 students through the College Academy at Weaver Middle School
2. Send school district contact and principals site implementation plans which includes when students will begin to be served in the College Academy.
3. Complete a facility use agreement at all schools that have the IYT College Academy program and provide the required certificate of insurance.
4. Ensure all employees comply with Education Code requirements, which includes undergoing a criminal background check (i.e.: WUSD fingerprinting).
5. Gather formative assessment data to reflect IYT's progress at each site
6. Conduct a parallel evaluation of program progress to include the metrics listed in this contract and will meet with district leadership to the outcomes.
7. Coordinate all IYT activities and services with the principals at targeted campuses. Services include but are not limited to:
 - Student Development
 - Family Engagement
 - Mentoring
 - College Tours
 - Tutoring

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

Weaver Union School District will evaluate the effectiveness of IYT by analyzing key performance indicators for students served by IYT, including:

Middle School Key Performance Indicators

- 95% promotion rate for 8th grade students to high school
- 25% of students will improve their school attendance rate as compared to the semester before enrolling in IYT.

- 25% reduction in the number of D's and F's as compared to the semester before enrolling in IYT. This metric applies for students in the program in a minimum of 3 semesters
- 60% of students will improve baseline results for the annual Campus Belonging Survey. The qualitative survey will measure students school engagement, campus belonging, improved campus relationships and college knowledge for all first year IYT students

Annually, Improve Your Tomorrow will submit an evaluation form to WUSD and all school sites no later than 12 weeks after grades have been posted for the Spring semester.

Weaver Union School District (WUSD) will:

1. Provide a dedicated workspace, office keys, furniture, technology, supplies and equipment for the Improve Your Tomorrow instructional program without charging a facility use fee.
2. Allow IYT to meet (in person or virtual) one time per semester with the Superintendent or Associate Superintendent on program outcomes, success, and challenges.
3. Provide access to school site during Improve Your Tomorrow programming
4. Complete data sharing memorandum of understanding giving IYT access to student grades, attendance and disciplinary history (see appendix A).
5. Help recruit WUSD alumni to serve as IYT's mentor fellows and Program Manager(s) to oversee the school sites.
6. Provide a startup implementation fee of **\$9,000** in year 1 of the contract to be paid by October 1, 2023.
7. In year 1, provide annual funding of **\$90,000** to be paid with an initial start-up payment of **\$45,000** on January 1, 2024 and the remaining balance of **\$45,000** paid as invoiced equal in monthly increments from February 2024 through December 2024 payable within 15 days from time of invoice to Improve Your Tomorrow.

In year 2, provide annual funding of **\$90,000** to be paid with an initial start-up payment of **\$45,000** on January 1, 2024 and the remaining balance of **\$45,000** paid as invoiced equal in monthly increments from February 2025 through December 2025 payable within 15 days from time of invoice to Improve Your Tomorrow.

In year 3, provide annual funding of **\$90,000** to be paid with an initial start-up payment of **\$45,000** on January 1, 2026 and the remaining balance of **\$45,000** paid as invoiced equal in monthly increments from February 2026 through December 2026 payable within 15 days from time of invoice to Improve Your Tomorrow.

Payments directed to the following address:

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

Terms:

The term of this Memorandum of Understanding shall commence January 1, 2024 and December 31, 2026.

Termination Clause:

If School District cancels this Agreement prior to the end of the termination date school year, School District agrees to pay to Contractor half (1/2) of the remaining contract amount set forth in this Agreement.

Indemnification and Hold Harmless

To the fullest extent allowed by law, IYT shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of IYT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the IYT. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the IYT or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold IYT and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("IYT Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding IYT and/or any IYT Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

Clearance Requirements

IYT shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

IYT shall monitor the status of licenses, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by IYT including volunteers.

IYT shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications

or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Contract by LEA.

IYT shall electronically submit, within 24 hours, any accident or incident report to LEA. IYT shall properly submit accident or incident reports as required by the District.

IYT hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

IYT is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). In the event there is a suspicion of abuse conducted by anyone (students, staff, IYT or others) on or off campus, IYT is to file the appropriate report to the Merced County Sheriff. IYT is also to confidentially notify the Legal Compliance Specialist of the report. IYT is to cooperate with any investigation conducted by the District in connection with such report.

IYT shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the IYT policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. IYT further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each agency with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

Insurance

IYT shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection

with IYT's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$5,000,000 per occurrence
- \$500,000 fire damage
- \$5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$10,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not exclude coverage for claims arising from or relating to claims for sexual molestation or abuse. IYT must provide proof that IYT's Commercial General Liability Insurance covers claims for sexual molestation or abuse.

In the event that IYT's policy should have an exclusion for sexual molestation or abuse claims, then IYT shall be required to procure a supplemental policy providing such coverage and provide proof thereof.

Certificates of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, IYT's insurance coverage, including any supplemental policy covering sexual molestation and abuse claims, shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

Workers' Compensation and Employers Liability Insurance in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect IYT from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

IYT, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, the IYT's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

Equal Opportunity

IYT strives to comply with all applicable laws prohibiting discrimination. Company policy prohibits unlawful discrimination in employment, recruiting and selection based on race (including traits historically associated with race, such as, but not limited to, hair texture and protective hairstyles like braids, locks, and twists), color, religious creed, gender, genetic information, genetic characteristics, gender identity, gender expression, transgender status, religion, marital status, military status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:

Michael Lynch, CEO
Improve Your Tomorrow

Date:

Signature

Date:

Printed Name: Mike Weber

Title: Superintendent, Weaver Union School District

Appendix A

Data Use Agreement

This agreement governs the conditions in which Improve Your Tomorrow must use, store, and safeguard the privacy of any and all student data (hereafter referred to as “Student Data”) received from the WUSD pursuant to the signed Agreement between Improve Your Tomorrow and the WUSD.

Student Data includes both student-specific data (where individual students are identifiable by name or student ID) and aggregate data (where no students are specifically identifiable).

The requested individual-level data includes:

- Student ID
- Ethnicity/Race
- Class Schedule
- Standardized Test Scores (SBACC, etc.)
- Unofficial Student Transcripts
- Guardian Contact Information
- Access to online student grade book portal
- Suspension and Attendance data
- Individual Education Plan (if applicable)

General Purpose & Use of Student Data.

Improve Your Tomorrow will use the Student Data provided by the WUSD to increase college enrollment rates for Improve Your Tomorrow students in WUSD. Improve Your Tomorrow offers an array of strategic interventions to improve retention, including academic support, mentorship, internships, college advising, parent engagement and college tours. Regular data access will allow Improve Your Tomorrow staff to assess student progress and provide support as needed to ensure the students stay on track to enroll in college.

Improve Your Tomorrow acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. Improve Your Tomorrow will not access, disclose or use any Student Data except to the extent such access, disclosure, or use is in full accordance with FERPA, and is explicitly permitted under this Agreement. Improve Your Tomorrow will maintain the security of the Student Data at all times and will promptly notify the WUSD in the event of any disclosure that is inconsistent with the terms of this Agreement.

Improve Your Tomorrow agrees to maintain the Student Data received with reasonable security measures, such that the Student Data cannot be viewed or accessed electronically or in printed form by unauthorized individuals, which includes but is not limited to administrative controls,

physical controls, and technical controls, electronic security, such as password sign-on and sign-off procedures as appropriate and the proper placement of the equipment so that the screen cannot be viewed from a public location.

Improve Your Tomorrow agrees to refrain from redisclosing the Student Data to any other third party.

(Improve Your Tomorrow) agrees to destroy any Student Data contained in print form or electronically that is no longer needed for Improve Your Tomorrow's stated purpose and in such a way that identification of a student is not possible.

If Improve Your Tomorrow terminates the Agreement, goes out of business, files a petition under the Bankruptcy Code, or stops providing services to the WUSD, it shall return to the WUSD all Student Data in its possession.

Data Ownership. The Parties agree that, as between them, all rights, including all intellectual property rights in and to Student Data transmitted under this Agreement, shall remain the exclusive property of the WUSD.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:

Michael Lynch, CEO
Improve Your Tomorrow

Date:

Signature

Date: _____

Printed Name: Mike Weber

Title: Superintendent, Weaver Union School District