

Memorandum of Understanding Between  
Folsom Cordova Unified School District and  
Improve Your Tomorrow, Inc

**Overview:**

This memorandum of understanding (MOU) specifies the expectations of the partnership between Folsom Cordova Unified School District (FCUSD) and Improve Your Tomorrow (IYT) to implement the IYT College Academy. The partnership takes effect on July 1, 2024 and is effective through June 1, 2025.

**Improve Your Tomorrow will:**

1. Serve 100 students through the College Academy at Folsom Cordova Unified School District schools
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.: FCUSD 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

**Methods of Assessment**

Annually, Improve Your Tomorrow will analyze key performance indicators for young men of color who participate in College Academy. Year one member measurements are focused on establishing strong relationships and a sense of belonging within IYT. Year two member measurements are focused on improving attendance and behavior. During year three, improvements in academic outcomes are expected. These indicators will support Improve Your Tomorrow's efforts in assessing program effectiveness in increasing academic performance.

Each year IYT administers a Member Success Survey to all College Academy members. Among other components, a sense of belonging within IYT, is measured as this is one of the priority programming outcomes. The following questions are utilized to capture brothers' feelings

regarding being an accepted member of a group and being a part of something greater than themselves:

- How well do people in IYT understand you as a person?
- How connected do you feel to the adults in IYT?
- How much respect do students in IYT show you?
- How much do you matter to others in IYT?
- Overall, how much do you feel like you belong in IYT?

Additionally, Improve Your Tomorrow tracks different metrics depending on education level. For middle school program participants, the following indicators are tracked:

- 25% Reduction in D's and F's for members who have participated in College Academy 2+ semesters
- 25% of Students, with instances of suspensions or high levels of absences, will have a reduction in suspensions and absences for those who have participated in College Academy 2+ semesters.

For high school program participants, the following indicators are tracked:

- 50% A-G completion rate for members who have participated in College Academy 6+ semesters
- 90% High school graduation rate for members who have participated in College Academy 4+ semesters
- 75% College going rate for members who have participated in College Academy 4+ semesters
- 25% of Students, with instances of suspensions or high levels of absences, will have a reduction in suspensions and absences for those who have participated in College Academy 2+ semesters.

Each year, a comprehensive program wide report will be completed that analyzes metrics from the previous academic year. These reports help the organization in better understanding the needs of both our students and school partners. From these reports, internal planning is utilized to improve upon programmatic efforts.

**Folsom Cordova Unified School District (FCUSD) 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. Send monthly data reports to IYT's Research and Evaluation department according to outcomes outlined in the MOU.
6. Ensure all IYT students at traditional high schools are placed on an A-G curriculum until their senior year, unless the student's guardian opts out.
7. Help recruit FCUSD alumni to serve as IYT's mentor fellows and Program Manager(s) to oversee the school sites.
8. FCUSD will provide annual funding of **\$110,000.00** to be paid with an initial start-up payment of **\$55,000** on July 1, 2024 and the remaining balance of **\$55,000** paid as invoiced equal in monthly increments from August 2024 through June 2025 payable within 15 days from time of invoice to Improve Your Tomorrow (see Appendix B for further breakdown).

Payments directed to the following address:

Improve Your Tomorrow  
1901 Royal Oaks Dr  
Sacramento, CA 95815

**Terms:**

The term of this Memorandum of Understanding shall commence July 1, 2024 and end June 30, 2025.

**Termination Clause:**

If School District cancels this Agreement prior to the end of the termination date, 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 Alameda 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 a 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.

**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:

Title:

## **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 FCUSD pursuant to the signed Agreement between Improve Your Tomorrow and the FCUSD.

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 FCUSD to increase college enrollment rates for Improve Your Tomorrow students in FCUSD. 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 FCUSD 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 FCUSD, it shall return to the FCUSD 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 FCUSD.



## Appendix B

### Payment Schedule:

MONTH	PAYMENT AMOUNT	
July 2024	\$55,000.00	
August 2024	\$5,000	
September 2024	\$5,000	
October 2024	\$5,000	
November 2024	\$5,000	
December 2024	\$5,000	
January 2025	\$5,000	
February 2025	\$5,000	
March 2025	\$5,000	
April 2025	\$5,000	
May 2025	\$5,000	

June 2025	\$5,000	
Total	\$110,000.00	

**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:  
Title: