

**Addendum for Memorandum of Understanding Between  
Natomas Unified School District and  
Improve Your Tomorrow, Inc**

This Addendum to the Memorandum of Understanding for the Improve Your Tomorrow College Academy is entered into by and between the Natomas Unified School District (District) and Improve Your Tomorrow (IYT) at Natomas High School and Inderkum High School. The district and IYT have mutually agreed to enhance the services provided to include the following for year two of the two-year agreement:

**Program Enhancements - Year 2 Only (2024-2025)**

**Family Engagement:**

1. Serve 100 families during the 24/25 school year fifty (50) families at Natomas High School, and fifty (50) families at Inderkum High School.
2. Services include but are not limited to:
  - a. Access to community resources, parent roundtables, family events, case management, and one-on-one mentorship

**Tutoring:**

1. Provide 10 peer tutors (five at each site) to support IYT students at Natomas High School and Inderkum High School.

**Cost:** The additional cost for the extended services is as outlined below:

- Program Cost - \$21,600
- Program Enhancements and Tutoring - \$16,000
- Family Engagement - \$30,000


This is a 5% increase of \$67,600 additional from the initial agreement. The updated total cost for year two is \$499,600 to be paid with an initial start-up payment of \$249,800 on July 1, 2024, and the remaining balance of \$249,800 paid as invoiced equal in monthly increments from August 2024 through June 2025 payable within 30 days from time of invoice

Month	Payment Amount
July 2024	\$249,800.00
August 2024	\$22,709.09

September 2024	\$22,709.09
October 2024	\$22,709.09
November 2024	\$22,709.09
December 2024	\$22,709.09
January 2025	\$22,709.09
February 2025	\$22,709.09
March 2025	\$22,709.09
April 2025	\$22,709.09
May 2025	\$22,709.09
June 2025	\$22,709.09
<b>Total</b>	<b>\$499,600</b>

The program contract outlined in the initial agreement and the addendum regarding field trips included below shall be upheld in addition to the extended services.

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

  
 Michael Lynch, CEO  
 Improve Your Tomorrow  
 May 08, 2024  
 Date

William Young, Deputy Superintendent  
 Natomas Unified School District  
 Date

**Memorandum of Understanding Between  
Natomas Unified School District and  
Improve Your Tomorrow, Inc**

**Overview:**

This memorandum of understanding (MOU) specifies the expectations of the partnership between Natomas Unified School District (NUSD) and Improve Your Tomorrow (IYT) to implement the IYT College Academy at Natomas High School, Jefferson K-8 School, Discovery High School, Inderkum High School and Natomas Middle School. The partnership takes effect on July 1, 2023 and is effective through June 30, 2025.

Under this agreement, NUSD agrees to pay \$432,000 annually to IYT.

**Improve Your Tomorrow will:**

1. Serve 300 students through the College Academy annually, one hundred (100) students at Natomas High School, one hundred (100) students at Inderkum High School, twenty-five (25) students at Jefferson K-8 School, fifty students (50) at Natomas Middle School and twenty-five (25) at Discovery High School.
2. Complete a facility use agreement for at all schools that have the IYT College Academy program and provide the required certificate of insurance.
3. Ensure all employees comply with Education Code requirements, which includes undergoing a criminal background check (ie: NUSD fingerprinting).
4. Gather formative assessment data to reflect IYT's progress at each site, to include overall program attendance.
5. Provide to Research and Evaluation Department (RED) a participants' list to include the names of each student participating in the program, by school, his district identification number, and a record of his daily attendance in the program
6. Administer the SEL (Social Emotional Learning) survey to all program participants. The survey will be provided by RED.
7. Conduct a parallel evaluation of program progress to include the metrics listed in this contract and will meet with RED to discuss outcomes.
8. 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**

**Natomas Unified School District will evaluate the effectiveness of IYT by analyzing key performance indicators for students served by IYT, including:**

**High School Key Performance Indicators**

- 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 students participating in program a minimum of 2 semesters
- High school graduation rate for students in the program a minimum of 2 semesters
- College attendance rates for students in the program a minimum of 4 semesters

**Middle School Key Performance Indicators**

- Promotion rate for 8th grade students
- Attendance Rate for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for students participating in program a minimum of 2 semesters
- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program

**Annually, Improve Your Tomorrow will submit an evaluation form to NUSD and all school sites no later than 8 weeks after grades have posted for the Spring semester.**

**Natomas Unified School District (NUSD) 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. Provide access to school site during Improve Your Tomorrow programming
3. Complete data sharing memorandum of understanding giving IYT access to student grade
4. In year 1, provide annual funding of \$432,000 (to increase 5% annually thereafter) to be paid with an initial (50%) start-up payment of \$216,000 on July 1, 2023 and the remaining balance of \$216,000 paid as invoiced equal in monthly increments from August through June payable within 30 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 July 1, 2023 and end June 30, 2025.**

**Termination Clause:**

If School District cancels this Agreement prior to the end of the school year, which is June 30, 2025, School District agrees to pay to Contractor half (1/2) of the remaining contract amount set forth in this Agreement.

#### **COVID Guidelines and Procedures**

Contractor hereby (i) acknowledges that it has received a copy of, has read, understands, and (ii) agrees it will comply with any and all current County Department Public Health (CDPH) and County Public Health (CPH) Guidance.

Contractor acknowledges and understands that the CDPH and CPH Guidance set forth limitations on group gatherings and events, and additional requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation, symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of Contractor's use and activities to prevent the spread of COVID-19. Contractor agrees at its sole cost and expense, that it shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by Contractor's employees, volunteers, participants, partners, officers, members, agents, customers, guests, invitees, staff, and spectators. Contractor will provide its staff, including volunteers, with information and training in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19.

#### **Assumption of Risk**

Contractor understands and acknowledges that, due to the ongoing COVID-19 crisis, there are certain risks inherent in visiting public and communal spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Contractor agrees that the District cannot ensure the safety of Contractor's employees, volunteers, participants, partners, officers, members, agents, customers, guests, family, heirs, staff, invitees, and spectators from risks associated with COVID-19 or other related or similar pandemics. Contractor's employees, volunteers, participants, partners, officers, members, agents, customers, guests, family, heirs, staff, invitees, and spectators (collectively and individually, Contractor, hereby acknowledges and assumes full responsibility for and risk of accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death due to Contractor or any member of Contractor's, or in any way associated with, COVID-19 or other related or similar pandemic that directly or indirectly results from, arises out of, or in any manner is connected with Contractor's use of or presence in, upon, or about District facilities or the facility, grounds, property, or equipment. This assumption of responsibility and risk includes, without limitation, all known and unknown risks and dangers, inherent or otherwise.

#### **Indemnification and Hold Harmless**

To the fullest extent allowed by law, IYT shall indemnify and hold LRA 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 LRA 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, LRA shall indemnify and hold IYT and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("IYT Indemnitees") 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 LRA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding IYT and/or any IYT Indemnitees).

LRA 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 LRA's indemnification obligations under this Master Contract.

### Clearance Requirements

IYT shall provide LRA 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 LRA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LRA 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 of this Contract. Failure to notify LRA of changes in licenses, certifications or suspensions shall be good cause for termination of this Contract by LRA.

IYT shall electronically submit, within 24 hours, any accident or incident report to LRA. 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 Sacramento 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, 2023 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: 1/30/23

  
Signature

Printed Name: William Young

Title: Deputy Superintendent

Date: 10/15/2028

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

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

**Signatures:**

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



Date: 1/30/23

\_\_\_\_\_  
Michael Lynch, CEO  
Improve Your Tomorrow

  
Signature

Date: 10/15/2023

Printed Name: William Young

Title: Deputy Superintendent

### **Addendum to the MOU Between NUSD and Improve Your Tomorrow**

To support the agreement between Improve Your Tomorrow (IYT) and Natomas Unified School District and in support of the District's Vision and Core Values, the following language has been added to this Memorandum of Understanding to address college tours and mentoring opportunities provided by IYT. The District has entered into an agreement with IYT to help extend its efforts to increase college admission for young men of color, who are often marginalized and underrepresented in higher education.

Advance planning is required to successfully conduct College Field Trips. All Field Trips required NUSD advanced approval.

Field Trips on non-instructional calendar days require a designated district staff member to attend. NUSD will designate the attendee(s) for each trip.

Field Trips occurring on an instructional day require a certificated staff member to attend. NUSD will designate the attendee(s) for each trip.

IYT, a third-party independent contractor with the Natomas Unified School District, will follow Board Policy 6153/AR 6153a which addresses School-Sponsored Trips. For the specific purposes of providing college tours and mentoring opportunities for Natomas Unified School District students, IYT will follow the procedures referenced in the Board Policy(BP)/Administrative Regulations(AR). IYT will abide by the following, as stated in BP 6153/AR 6153a (*staff* below refers to NUSD staff):

1. Field trips shall be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band, or other extracurricular or cocurricular activities.
2. Requests for field trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other field trips shall be approved in advance by the principal.
3. The Superintendent or designee shall ensure that adequate supervision is provided on all school-sponsored trips and that there is an appropriate ratio of adults to students present on the trip.
4. Before a student can participate in a school-sponsored trip, *staff* shall obtain parent/guardian permission for the trip.
5. All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state

field trips or excursions and all parents/guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims. (Education Code 35330)

6. While conducting a trip, *staff*, employee or agent of the school shall have the school's first aid kit in his/her possession or immediately available.

**Signatures:**

The following authorized signatures have agreed to the responsibilities stated within this addendum.

  
\_\_\_\_\_  
Michael Lynch, CEO  
Improve Your Tomorrow

5-2-2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

6/15/2023  
\_\_\_\_\_  
Date

Printed Name: William Young

Title: Deputy Superintendent