Washington Unified School District

930 Westacre Road West Sacramento, CA 95691

(916) 375-7600 Fax: (916) 375-7629

NOTICE: This P.O. will not be honored for payment until P.O. number is applied and Business Office Approval is obtained.

IMPROVE YOUR TOMORROW INC

TO:

3780 ROSIN COURT SUITE 240 SACRAMENTO CA 95834 **PURCHASE ORDER**

701025

MERCHANDISE AND/OR SERVICES MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE

SHIP TO:

DISTRICT OFFICE 930 WESTACRE ROAD WEST SACRAMENTO, CA 95691 916-375-7600

No.

| ORDER DATE 10/19/ | /23 | SUBMITTED CONNI | BY E VANDORIEN | SITE NAME ED SERVICES | SHIP DATE | |
|----------------------|------------|--------------------|--|-------------------------------|--------------|-------------|
| | | PLEASE E | NTER OUR ORDER FOR THE FOLLOWING. PAYMENT WILL | BE MADE WHEN PURCHASE ORDER I | S COMPLETED. | |
| ITEM NO | OLIANITITY | LIMIT | DECCRIPTION | | LINIT DDICE | TOTAL DDICE |

| ITEM NO | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---------|----------|------|-----------------------------------|------------|-------------|
| 1 | 1 | | CONTRACT AGREEMENT SIGNED 9/28/23 | 60,000.000 | 60,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

NOTICE: A material safety data sheet is required for all classroom chemicals, cleaning supplies, products used to operate offset, mimeograph and spirit duplicator equipment, products used in art classes, maintenance and transportation dept. supplies and office supplies as required

BUDGET ACCOUNT CODE 01-204-000-7422-0-1110-1000-5800-0000

60,000.00

Sub Total 0.00 \$ Tax 60,000.00 PO Total \$

INSTRUCTIONS TO VENDORS Please send all invoices to accountspayable@wusd.k12.ca.us

- 1. Mail itemized invoice and original bill of lading on the date of shipment.
- 2. Cancel any portion of this PO which cannot be filled by delivery date specified.
- 3. Ship cheapest way prepaid unless otherwise specified under "special instructions".
- 4. Packing list must accompany all shipments.
- 5. Insure parcel post shipments at your expense only.
- 6. Terms: 2% 10 E.O.M. cash discount if not specified otherwise on invoice.

DocuSigned by:

Authorized Signature

Pay Voucher

WASHINGTON UNIFIED SCHOOL DISTRICT WEST SACRAMENTO

Washington Unified School District

930 Westacre Road West Sacramento, CA 95691

DATE 10/10/2023

Input Date:

10/19/2023

VENDOR NUMBER: 17253

| 57112 | 10/10/2023 | | | | | 916-375-7600 |
|------------|--|-------------------------------------|-------------------|----------------------|-----------------------------|----------------|
| SCHOO | DL OR DEPARTMENT | Education Services | 3 | | | |
| DELIVER TO | | Improve Your Tomorrow Attn: Finance | | | | |
| VENDO | OR NAME | Improve Your Tomorrow, Inc. | | | | |
| VENDO | OR ADDRESS | 3780 Rosin Ct. Ste | e 240 Sacramento | , Ca. 95834 | | |
| | | PHONE 916-299-3 | 432 F | AX OR EMAIL f | inance@improveyo | urtomorrow.org |
| QTY | ITEM DESCRIPTIO | | | | UNIT COST | TOTAL |
| 1 | Open PO Not to Exce | ed \$60,000.00 | | | 60,000.00 | 60,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | TOTAL | |
| | | | | | TOTAL | 60,000.00 |
| REMAR | (S/INSTRUCTIONS/CON | ИMENTS: | | | | |
| | | | | SPSA: | G | ioal/Action: |
| Approval | Status: Yes | 09/28/2023 (bo | oard approved) | LCAP: | | oal/Action: |
| Submitte | ed By <u>Connie VanDor</u> | ien | Supe | ervisor <u>Autri</u> | K. Streeck | |
| | BUSINESS MANAGER A | PPROVAL: | Duba | | | |
| | BUDGET CODE: If add 1-204-000-7422-0-1110-1 | ditional budget lines a | are needed, pleas | e add to the rem | arks section \$60,000.00 | |

PAY VOUCHER NUMBER:701025

Exhibit A

Scope of Services and Fees (Consultant to provide)

Description of Services:

Under this agreement, NT agrees to provide academic support, college advising, college visits, mentorship and workforce development opportunities to (50) students (school site TBD). Under this agreement, WUSD agrees to pay \$60,000 to Improve Your Tomorrow during the 2023-2024 school year and \$63,000 during the 2024-25 school year.



Regular Board of Education Meeting 09/28/2023 05:30 PM

1110 W Capitol Ave. Second Floor West Sacramento, CA 95691-3224

Printed: 10/2/2023 9:28 AM PT

ITEM : O.4.a. Approval of the Renewal of the Contract Agreement with Improve Your Tomorrow 🔗



Rationale

Prepared by: Autri Streeck, Assistant Superintendent of Educational Services

Reviewed by: Cheryl P. Hildreth, Ed.D., Superintendent Recipient of Services: 50 students at Riverbank Elementary

Improve Your Tomorrow (IYT) is a non-profit focused on serving underperforming, at-risk students who have experienced stress or violence. IYT currently serves over 1,000 Northern California students through the IYT College Academy in high schools and middle schools.

IYT provides the following core initiatives:

- Academic support through tutoring, workshops, and institutes
- College preparation via advice, applications, and campus visits
- College success through financial assistance and mentorship
- Monthly mentoring in groups and one-on-one

IYT has a proven record of increasing achievement and college attendance for young men of color:

- 90% college attendance rate vs. 55.6% of African American and 60.9% of Latino graduates
- 100% 4-year college retention rate
- 61% of African-American males attend 4-year colleges, compared to 29% nationally.
- 62% of Hispanic males attend 4-year colleges, compared to 22% nationally.

Financial Impact

Approximately \$60,000.00, funded by the In-Person Instruction Grant Fund.

Supporting Documents

IYT Agreement

Strategic Plan & LCAP Goals

This item supports:

Strategic Plan Goal No. 3: Opportunity and Achievement for Every Student and LCAP Goal No. 1: College and Career Readiness

INDEPENDENT CONSULTANT AGREEMENT FOR NA COLUMN STATE

| · | Mentoring |
|---------------------------------------|--|
| This Independent Cons | ultant Agreement for Mentoring |
| | 9/29/23 , between the Washington Unified School |
| District ("District") and "Parties"). | rove Your Tomorrow Inc ("Consultant") (together, |
| | is authorized by Public Contract Code section 20111 to |

contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$109,300 in 2023; and

WHEREAS, the District is in need of those services; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

- Services. The Consultant shall provide to the District mentoring services, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
- 2. **Term** Consultant shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and approval or ratification of the District's Governing Board ("Board"), through $\frac{10/2/24}{}$. Should Consultant begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Consultant's risk, as a volunteer unless Agreement is so approved or ratified.
- 3. **Compensation**. As further set forth in Exhibit "A," District compensation to the Consultant shall not exceed \$ 60,000.00 , inclusive of any costs or expenses paid or incurred by Consultant in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Consultant submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.
- 4. Equipment and Materials. Consultant shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or by the Consultant's agents, personnel, employee(s), and/or subcontractor(s) ("Consultant Parties"), even if such Equipment is furnished, rented or loaned to Consultant or Consultant Parties by District.
- Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided

employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. If Consultant is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Consultant shall still be responsible for payment of all state and federal taxes.

- 6. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time In which services are actually being performed pursuant to this Agreement.
- 7. Certifications, Permits, and Licenses. Consultant represents and warrants to District that Consultant and all of the Consultant Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
- 8. Standard of Care. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Consultant Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Consultant. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to california school districts.
- Safety and Security. Consultant is responsible for maintaining safety in the
 performance of this Agreement. Consultant shall be responsible to ascertain from the
 District the rules and regulations pertaining to safety, security, and driving on school
 grounds, particularly when children are present.
- 10. Confidentiality. The Consultant and all Consultant Parties shall maintain the confidentiality of all Information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 11.Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. With Cause by District. District may terminate this Agreement upon giving a

written notice of intention to terminate for cause. Cause shall include:

12.1.1. material violation of this Agreement by the Consultant; or

- **12.1.2.** any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- **12.1.3.** Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by the District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

- 13.2 Without Cause by District. The District may, at any time, with or without reason, terminate this Agreement upon fifteen (15) days written notice and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for Services satisfactorily completed to date.
- 13.3 Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.
- 13.Indemnification. To the furthest extent permitted by California law, Consultant shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Consultant shall, to the furthest extent permitted by California law, defend the District Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

- 14. **Insurance.** The Consultant shall procure and maintain at all times It performs any portion of the Services the following insurance:
 - 14.1. General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.
 - 14.2. Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Consultant and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.
 - 14.3. Workers' Compensation and Employers' Liability Insurance. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.

14.4. Other Insurance Provisions:

- **14.4.1.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 14.4.1.1. The District, Its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 - 14.4.1.2. For any claims related to the Services, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's Insurance and shall not contribute with it.
 - **14.4.1.3.** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- **14.4.2.** The Consultant's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- **14.4.3.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mall, return receipt requested, has been given to the District.

- 14.4.4. Consultant shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.
- **14.5.** Acceptability of Insurers. Insurance is to be placed with Insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.
- 15. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 16. Compliance with Laws; Effect of Noncompliance. Consultant shall observe and comply with all rules and regulations of the Board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
- 17.Fingerprinting of Employees. It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant 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. The Consultant shall not permft any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of Consultant Parties regardless of whether those Individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. 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. If Consultant is a sole proprietor, and, at a future time, it is determined that Consultant will have contact with any pupils, Consultant and all of the Consultant Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.I(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and

fingerprints must reveal that Consultant and none of the Consultant Parties, If any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

18.Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received If given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or e-mail transmission, addressed as follows:

District

Washington Unified School District 930 Westacre Road West Sacramento. CA 95691

ATTN: Autri Streeck

astreeck

@wusd.k12.ca.us

<u>consultant</u>

Improve Your Tomorrow
3780 Rosing Court, Suite 240
Sacramento, Ca. 95834

ATTN: Michael Lynch michael@improveyourtomorrow.org

Any notice personally given or sent by e-mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 19. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 21. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's Board. Services shall not be rendered until Agreement is approved.
- 22. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Yolo County, California.
- 23. Disputes. In the event of a dispute between the parties as to performance of the Services, the Interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall

comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

- 24. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 25. Walver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained,
- 26. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 27. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 28. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date Indicated below.

| DISTRICT | IMPROVE YOUR TOMORROW |
|--|---|
| 10/10/2023 | 9/8/2023 Date: |
| Date: | Signature: Milhall Lyndu |
| Signature: Monique Stovall | Print Name: Michael Lynch |
| Print Name: Month to Stovall | |
| Its: Asst. Superintendent, Busina | Its: Co-Founder, CEO |
| Department Administrator: Department Administrator: Department Administrator: | |
| License No.: N/A | Employer Identification and/or Social Security Number |
| Address: 3780 Rosin Court Suite 2 Sacramento, Ca. 95833 | NOTE: Section 6041 of the internal Revenue Code (26 U.S.C. 6041) and |
| Telephone: 916-299-3432 | Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 |
| Facsimile: | C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to |
| E-Mail: michael@improvevourtomorroy | furnish their taxpayer information to the payer. In order to comply |
| Consultant's state of residence: | with these requirements, the District requires the Consultant to |
| States in which Consultant is licensed to do business: | furnish the information requested in this section. |
| Type of Business Entity: | |
| Sole Proprietorship Partnership | |
| Limited Partnership | |
| Corporation, State: Nonprofit 50 Limited Liability Company | |
| X Other: | |
| | |

Exhibit A

Scope of Services and Fees (Consultant to provide)

Description of Services:

Under this agreement, NT agrees to provide academic support, college advising, college visits, mentorship and workforce development opportunities to (50) students (school site TBD). Under this agreement, WUSD agrees to pay \$60,000 to Improve Your Tomorrow during the 2023-2024 school year and \$63,000 during the 2024-25 school year.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

I do not employ anyone in the manner subject to the workers' compensation laws of California.

Date: 9/8/2023

Name of Consultant: Michael Lynch

Representative's Name and Title: Co-Founder/CEO

Signature: Michael Ly

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Consultant currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

| $\overline{\mathbf{Z}}$ | The Consultant ensures that any person providing any portion of the Services with more than limited contact with District students (as |
|-------------------------|--|
| | determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, |
| | has received a TB test in compliance with the requirements of Education |
| | Code section 49406. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with |
| | District pupils during the course and scope of the Agreement is attached hereto; and/or |
| | Consultant shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement. |

Date:9/8/2023

Name of Consultant: Michael Lynch

Representative's Name and Title: Co-Founder/CEO

Signature:

MERCHALL LYNCH.

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

| ("Consultant and the Consultant's agents, personner, employee(s), and/or stucontractor(s) ("Consultant Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following: |
|--|
| A. Consultant and the Consultant Parties, if any, shall only have limited or no contact with District students (as determined by District) at all times during the Term of this Agreement. |
| As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. |
| Date: |
| District Representative's Name and Title: |
| District Representative's Signature: |
| B. The following Consultant Parties have more than limited contact with District students (as determined by District) during the Term of this Agreement: |
| [Attach and sign additional pages, as needed.] If Consultant is not a Sole Proprietor, all of the Consultant Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Consultant Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; OR |
| If Consultant is a Sole Proprietor, all of the Consultant Parties noted above have agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Consultant and none of the Consultant Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. Date: 9/29/23 |
| District Representative's Name and Title: Autri Streeck |
| District Representative's Signature: Lutri Struck |
| No Consisse shall common contil and determinations by DOI and EDI has been |

No Services shall commence until such determinations by DOJ and FBI has been made. Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information, including

additional personnel, which differs in any way from the representations set forth above, Consultant shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact Is permissible.

Consultant's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Consultant Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

The undersigned does hereby certify that I am a representative of the Consultant currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date:

9/8/2023

Name of Consultant: Improve Your Tomorrow

Signature:

Representative's Name and Title: Co-Founder/CEO

Services cannot be rendered until all documentation is submitted and final approval is received.