

## ISD 279 - Osseo Area Schools Contract for Services

This contract is entered into by and between ISD 279 – Osseo Areas Schools, hereinafter “District” and Improve Your Tomorrow, Inc. \_\_\_\_\_, an independent contractor, hereinafter “Contractor.” This is the entire agreement between the parties and is intended to be the complete and final statement of the agreement. All proposals, negotiations, and representations, if any, whether oral or in writing, are superseded by this contract. This contract can only be modified through an addendum executed by both parties.

### I. Contractor Services – Statement of Work

- ☒ Statement of work is attached as EXHIBIT # A and is incorporated into this contract by reference.  
☐ Statement of work is described below.

*Insert Statement of work, include all details:*

### II. Contract Initial Term

- A. Initial Term: This Contract is effective on July 1, 2024 (anticipated start date) or the date of execution of this Agreement, whichever date is later through June 30, 2027 (anticipated end date – not more than two years from effective date). Notwithstanding the end date of this Contract, the Contractor has a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District’s protection or benefit, or that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

- B. Contract Renewal: Contract renewal options are indicated below. If contract contains renewal options, the renewal must be mutually agreed upon by both parties annually.

☒ No renewal options                      ☐ Renewal options described below (must not exceed two years)

Renewal Year \_\_\_\_ of \_\_\_\_ Start Date \_\_\_\_\_ through End Date \_\_\_\_\_

Renewal Year \_\_\_\_ of \_\_\_\_ Start Date \_\_\_\_\_ through End Date \_\_\_\_\_

Renewal Year \_\_\_\_ of \_\_\_\_ Start Date \_\_\_\_\_ through End Date \_\_\_\_\_

*Describe renewal options:*

### III. District Obligation

- A. Compensation: District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed the amount set forth below. Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract without express written approval of the District.

District will compensate Contractor in the following manner: *(check all that apply)*

- ☐ Single lump sum payment of \$ \_\_\_\_\_
- ☐ At the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ for a total amount not to exceed \_\_\_\_\_.
- ☐ Compensation detail attached as EXHIBIT # \_\_\_\_\_ and is incorporated into this contract by reference.
- ☒ Other – Provide detail:

Contractor will be paid no more than \$150,000.00 per fiscal year. For each fiscal year, a payment of \$75,000.00 will be paid by July 15th after an invoice is presented by Contractor, and the remaining balance of \$75,000.00 will be paid in equal monthly installments as invoiced from August through June of that fiscal year.

- B. Payment Terms: As per Minnesota Statute 471.425, District will make payment on undisputed invoices within 35 days of receipt of the invoice or the goods, whichever is sooner. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes.
- C. Fund Availability; Federal Funds Contingency: Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

### IV. Contractor Obligations

- A. Independent Contractor: Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.
- B. Conflict of Interest and Collusion: Contractor warrants that Contractor and/or subcontractors of Contractor have no conflict of interest that prevents Contractor from performing its obligations under this contract in the best interest of the District. Contractor will not contract for or accept employment for the performance of any work or services with any individual or business entity or other organization that would create a conflict of interest. Contractor warrants that Contractor has not been provided collusive information by others, including other contractors or District staff that may discriminate against a competitor or not be in the best interest of the District.

- C. Legal Authorization: Contractor has obtained all necessary licenses or permits required to provide work under this contract.
- D. Compliance with Applicable Laws, Regulations, Orders and District Policies: Contractor certifies that all services furnished under this Contract shall comply with all applicable federal, state and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.
- E. Property Damage: Contractor is responsible for all damage to property, whether real or personal, on District property which is a result of this Contractor's action under this agreement. Damaged property must be repaired and returned to its original condition with 30 days or within a timeline agreed to be District. The Contractor must report all damages of real or personal property to the District's Coordinator of Purchasing as soon as possible but no later than within 24 hours of the occurrence.
- F. Non-Discrimination: During the performance of this Contract, Contractor shall not unlawfully discriminate against any employee, applicant for employment or any student or employee of the District because of race, color, creed, religion, gender, national origin, disability, age, marital status, public assistance status or citizenship status. Contractor will take action to ensure that its applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to, the following: hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. If required to do so, Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that set forth the provisions of this non-discrimination clause.
- G. Indemnification and Insurance: Unless waived by the District in writing, the following terms and conditions apply. District may, but is not required to, waive any of the terms in this section, where Contractor provides services of a limited one-time workshop, training, or performance. Waiver of these terms shall be indicated by the District in this section. It shall be at the discretion of the District to waive these terms.

Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromised any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District. Contractor shall provide a certificate of insurance providing automobile liability, general liability, and worker's compensation insurance coverages if requested by the District. The automobile coverage and general liability coverage will name Osseo Areas Schools as additional insured. The automobile liability policy and general liability policy shall provide a limit of at least \$1,000,000 for each coverage. The Contractor shall also provide other documentation as requested by the District such as equipment insurance coverage.

All Indemnification and Insurance terms and conditions in this section apply unless waived here. For consideration of a waiver, please contact Colleen Wuollet ([wuolletc@district279.org](mailto:wuolletc@district279.org)).

- H. Records Disclosure and Retention: Contractor's books, records, documents, papers, accounting procedures and practices and other evidence of the disbursement of public funds under this Contract are subject to the examination, duplication, transcriptions and audit by Osseo Area Schools and the Minnesota State Auditor, in accordance with Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Contractor agrees to maintain such evidences for a period of six (6) years from the date of service or payment last provided or made, or longer if any audit in progress requires a longer retention period.
- I. Data Practices: Contractor shall administer any information classified by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as private data on individuals as if Contractor were a government entity. Contractor is subject to the remedies provided individual data subjects in Minn. Stat. § 13.08.
- J. Subcontractors: Contractor shall neither assign nor assign any rights or obligations under this contract without prior written consent of the District.
- ☐ District consents to Contractor's use of subcontractors                      ☒ Contractor may not use subcontractors
- K. Criminal Background Check: Contractor must have and keep a criminal background screening on file for all Contractor employees and/or subcontractors that have access to District property and/or facilities. Contractor will ensure that no Contractor employee or subcontractor that has a record of a background check crime defined in Minn. Stat. § 299C.61, Subd.2., a felony, or any other theft, as defined in Minn. Stat. § 609.52, Subd.2., will have access to District property and/or facilities.
- L. Professionalism: Contractor employees and subcontractors will maintain professional and courteous dialogue with District staff at all times. The District reserves the right to request a change in Contractor employees and subcontractors during the contract period due to unsatisfactory performance or unprofessional behavior.
- M. Return of District Property: Within ten (10) days of the completion or termination of this Contract, or upon request of the District, whichever occurs first; Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Or, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.
- N. Prevailing Wage: This project is subject to compliance with the Minnesota Department of Labor and Industry prevailing wage laws. Contractor is responsible to have accurate information related to minimum hourly wages to be paid on this project.
- O. Tax Exempt Status: The District is exempt from paying Minnesota sales and use tax on certain purchases, as provided in Minn. Stat. § 297A.70. Contractor shall not charge District for such sales and use tax. Alternatively, Contractor shall be responsible for the payment of any and all sales tax to the Minnesota Department of Revenue.

## V. Termination of Contract

- A. Termination Without Cause: The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- B. Termination for Cause: The District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor is unable to perform under the terms of this Contract, fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection.
- C. District Reservation of Rights Upon Termination: Nothing in this section shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## VI. Notice and Administration of Contract

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

### District Contact:

Executive Director of Finance and Operations  
11200 93<sup>rd</sup> Avenue N, Maple Grove, MN 55369  
Phone: (763) 391-7014

### Contractor's Contact:


Name: Michael Lynch, CFRE  
Title: Co-Founder & CEO  
Address: 1901 Royal Oaks Dr., Sacramento, CA 95815  
Phone: 916-299-3432

## VII. Choice of Law and Forum Selection


This Contract shall be construed under Minnesota law. Any action arising out of this Contract shall be heard by a state court in Minnesota in the Fourth Judicial District (Hennepin County). For this purpose, Contractor specifically consents to jurisdiction in Minnesota.

The parties, by signing, warrant that they have reviewed and agree to all terms incorporated in this Contract and they are duly authorized by law to execute this Contract, intending to be legally bound thereon.

### ISD 279 – Osseo Area Schools

Name: John Morstad  
Signature:   
Title: Executive Director, Finance & Operations  
Date: 5/2/24

### Contractor

Name: Michael Lynch  
Signature:   
Title: Co-Founder & CEO  
Date: 4/24/24

Contract Reference Number: \_\_\_\_\_  
(Assigned by District Upon Execution)

## **EXHIBIT A: SCOPE OF WORK**

### **NUMBER OF STUDENTS AND FACILITY USE**

The District will identify 150 students who will be served in Contractor's College Academy, with an approximate balance of 50 students at each of the following sites: Northview Middle School, Brooklyn Middle STEAM School and Park Center Senior High School. When Contractor requires use of District space, Contractor understands it will complete and comply with the District's Facility Permit process to reserve space, and Contractor will not be charged.

### **SITE IMPLEMENTATION PLANS**

Contractor will send the District and building leaders Site Implementation Plans which include but not be limited to:

- when a presentation will occur to introduce the program and Site Implementation Plan to the District building leaders,
- when recruiting of the program manager and mentors will occur
- when and how Contractor will secure consent from parents for access to student data,
- when and a description of what meetings will occur,
- when the building leaders will need to provide a referral list
- when students will receive information from Contractor about the College Academy
- target date for students and families to enroll
- the first day of Contractor programming for the students
- ongoing targets involving work with the students
- college visit discussions, descriptions and time
- Date of reporting and goals

### **ACTIVITY DESCRIPTIONS**

Contractor will coordinate all of its activities and services with the building leaders at Northview Middle School, Brooklyn Middle STEAM School and Park Center Senior High School. Services include but are not limited to:

#### **1. Student Development**

- a. Enhance youth leadership, confidence, and performance through weekly trauma-informed Wellness Workshops and engagement with Social-Emotional Learning (SEL) topics such as self-management, social awareness, self-efficacy, and sense of belonging, as well as host of dynamic team-building activities to combat youth isolation and gang involvement
- b. Timeframe: August 2024-June 2025 during the regular school year
- c. Duration: 24 weeks
- d. Description: Provide two 1-hour Member/Student Development and Wellness
- e. Workshops per week for mentees to engage in an array of Social-Emotional topics to build emotional resilience, decrease the incidence of school suspensions and student conflicts, and enhance student confidence and performance. In addition, Contractor will provide linkages and service navigation for families with identified social needs in partnership and consultation with District building site leaders.
- f. Contractor will utilize its curriculum, Uprise Uplift

#### **2. Family Engagement**

- a. Family Session Updates | after every mentor session (twice per month)
  - Engage families in the mentorship process to collaboratively create a conducive environment for both the students and families to thrive and benefit from the services. Led by mentors to provide brother progress communication, upcoming activities, etc.
  - Timeframe: August 2024 - June 2025 during the regular school year
  - Duration: 24 weeks
  - Description: Hold monthly one-on-one 15-minute check-ins with parents following the mentee one-on-one mentorship sessions to debrief on student progress and co-create action plans (twice per month).
- b. Parent Workshop and Information Sessions
  - Engage parents in a series of workshops to educate them on how they can get involved with their child's education and to become familiar with local policies that impact their educational environment
  - Key Services: Community Resources, Parent Roundtables,
  - School Site Visits, Case Management, Family Events
  - Timeframe: August 2024 - June 2025 during the regular school year
  - Duration: 2-3 hours each (approximately 2-3 workshops per trimester)
  - Description: Hold bi-trimester 2-3 hour family workshops to engage family members in their child's education and academic evolution. This includes a biannual Family Nights where Contractor invites parents to engage with academic related topics that can amplify their knowledge and understanding of their child's education and career trajectory.
  - i. Data Collection: Parent Surveys

### 3. Mentoring

- a. Mentor Fellows (aged 18-24) provide bimonthly one-on-one and biweekly group mentorship sessions to 6th through 12th grade students to establish connection and build cross-generational relationships between mentors and youth.
- b. Timeframe: August 2024 - June 2025 during the regular school year
- c. Duration: 24 weeks
- d. Description: Contractor Mentor Fellows will provide 20-minute one-on-one mentorship sessions to each student twice per month that include in-depth personal and academic topics.
- e. Contractor Mentor Fellows have a reporting structure to ensure process and policies are followed to maintain appropriate boundaries. Fellows report to Program Managers who report to Program Directors who oversee programming and implementation and make sure all policies, recommendations, and protocols are followed to replicate Contractor's success across regions and contexts supporting appropriate mentorship relationship.
- f. Mentor Fellows also fall under Americorps. Their policies and compliance are adhered to as well.
- g. Parents and guardians are made aware of how the Mentor Fellows will communicate with their student and will be encouraged to contact District building leaders with any concerns.

### 4. College Tours

- a. Take youth students on college excursions to tour universities, meet admissions staff and current students, participate in panels, and invigorate passion for higher education
- b. Timeframe: December 2024 and June 2025
- c. Duration: 10 hours (each trip)
- d. Description: Take one college tour per trimester to a higher education institution in Minnesota. Contractor's close bonds with administrative staff, faculty, and students of color at these schools creates a comprehensive experience that provides students with information

- on reaching college, achieving success, and demystifying college misconceptions. Contractor will include out-of-state tours as the Minnesota College Academy appropriate.
- e. Costs are covered by Contractor, and organized and coordinated by Contractor staff. Parents and guardians are fully informed about the trips and provide consent. Typically, around 30 to 60 students attend each college excursion, providing an opportunity for us to cater a specialized educational experience and answer each of their specific questions around college life and beyond.
- f. Data Collection: College Tour Surveys

## 5. Academic Study Halls

- a. Provide educational support through hosting biweekly study hall sessions to incubate and bolster academic performance and foster a stimulating and enriching learning environment
- b. Timeframe: August 2024 - June 2025 during the regular school year
- c. Duration: 24 weeks
- d. Description: Two 45 minute study halls after-school sessions per week to offer academic structure, cultivate bonds between Contractor mentees, and diagnose school and personal life challenges (e.g., suspensions, detentions, disciplinary actions, etc.).

## DATA COLLECTION, ANALYSIS AND EVALUATION

Contractor will be considered a District official for purposes of initial outreach to students and families as they inform the students and families about the program described herein. Contractor will receive student and parent/guardian names and contact information, including phone, email addresses and mailing addresses. For any other student or parent/guardian data, including conducting surveys and obtaining educational data from the District, Contractor shall obtain parent/guardian consent.

### Methods of Assessment

IYT will evaluate the effectiveness of IYT by analyzing key performance indicators for students served by IYT, including: Middle School Key Performance Indicators

- Promotion rate for 8th-grade students to high school will be maintained or improved.
  - 25% of students will improve their school attendance rate compared to the trimester before enrolling in IYT.
  - 25% reduction in the number of D's and F's as compared to the trimester before enrolling in IYT. This metric applies for students in the program in a minimum of 3 trimesters.
  - 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.

### High School Key Performance Indicators

- 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.
- Percent of students missing 10% or more days of school will decrease by 25% compared to the trimester before enrolling in IYT
  - 25% reduction in the number of D's and F's as compared to the trimester before enrolling in IYT. This metric applies for students in the program a minimum of 3 trimesters.
  - 90% high school graduation rate for students in the program a minimum of 2 trimesters.
  - 75% college attendance rates for students in the program a minimum of 4 trimesters.



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.

In addition to tracking key performance indicators, throughout the academic year, Improve Your Tomorrow distributes surveys to its students, parents/caregivers, and school partners to measure overall satisfaction/success and participant experiences with programming along with a host of other items. Often these surveys are disaggregated to get a comprehensive understanding of the unique needs of the student population. These aforementioned surveys are listed below:

- Pre/Post Member Social Emotional Learning (SEL) (measures: grit, sense of belonging in school, self-management, self-efficacy, social awareness).
- Member Success Survey - Completed by Program Participants, measuring program success and experience, sense of belonging in IYT).
- Parent/Caregiver Feedback Form - Completed by Parents/Caregivers, measuring program success and experience.
- Partner/Principal Feedback Form - Completed by School Administration, measuring program success and experience.

It is important to note that within the Member Success Survey, a sense of belonging within Improve Your Tomorrow, 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?

Annually, Improve Your Tomorrow will submit an End of the Year report to the District and all school sites no later than 12 weeks after grades have been posted for the Spring