

## **CONTRACT FOR SERVICES**

This Contract is entered into between Richfield Public Schools District 280, "District", a special school district created and existing under the laws of Minnesota, and Improve Your Tomorrow (IYT), "Contractor" (collectively parties") to implement the IYT College Academy. See Exhibit A: Scope of work for Description of Services and Service Delivery

### **1 TERM OF CONTRACT**

1.1 This Contract is effective on July 1, 2024 and shall remain in effect until June 30, 2025, or until the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with the following provisions of this Contract intended to survive the completion, expiration or termination of this Contract; paragraphs 6,7,8,12,13,14,15,16,17,18, and 19.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

### **2 SCOPE OF WORK**

2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the herein and any exhibits attached hereto.

### **3 GENERAL TERMS AND CONDITIONS**

3.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

## **4 PAYMENT FOR SERVICES**

4.1 District will pay the provider an amount not to exceed \$60,000.00 for services rendered under this contract. Provider will invoice the District for payments in the manner described below:

4.2 The district will provide a startup implementation fee of \$10,000.00 to be paid within 30 days of contract execution.

4.3 The District will provide funding of \$50,000.00 to be paid with an initial start-up payment of \$25,000.00 by September 30, 2024. The remaining balance of \$25,000.00 will be paid as invoiced in equal monthly installments of \$2,775.00 from October 2024 through May 2025 with a final payment of \$2,800.00 in June 2025. Payments are due within 15 days from time of invoice. Payments directed to the following address:

Improve Your Tomorrow  
1901 Royal Oaks Drive  
Sacramento, CA 95815

## **5 DISTRICT PROVIDED ITEMS**

5.1 The District will provide the items below when reasonably possible, based upon mutually agreed definitions, and in accordance with district policies.

1. A dedicated workspace, office keys, furniture, technology, supplies and equipment for the Improve Your Tomorrow instructional program without charging a facility fee.
2. In person or virtual meetings one time per semester with the Superintendent or Associate Superintendent on program outcomes, success, and challenges.
3. Access to school site during approved schedule for Improve Your Tomorrow programming.
4. Access to student records to the extent necessary to enable IYT to fulfill its obligations under this Agreement (see section 8).
5. Periodic data to IYT's Research and Evaluation department according to outcomes outlined in the Contract subject to parent authorization (see section 8).
6. Help in recruiting District alumni to serve as IYT's mentor fellows and Program Manager(s) to oversee the school sites.

## **6 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

6.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation

of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, and selection for training, including apprenticeship. As applicable, Contractor shall t, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

## **7 BACKGROUND CHECKS**

7.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with students under this Contract. Background checks will be done prior to any contact with students and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.

7.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

## **8 DATA PRIVACY**

8.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. & 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if

allowed, shall contain the same or similar data practices compliance requirements.

8.2 The Contractor agrees to collect and provide the District with signed release of information forms for all students participating in the program. These forms must be approved by the District, comply with applicable state and federal data privacy laws, and, at a minimum, include descriptions of the data to be released, the scope of the release, any limitations, and the duration of the authorization.

8.3 **Government Data Practices Act.** The parties are on notice that all contracts entered into by a government entity must include a notice that the requirements of Minn. Stat. §13.05 subd. 11 apply or may apply to this agreement.

## **9 OWNERSHIP OF MATERIAL**

9.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

## **10 USE OF DISTRICT NAME OR LOGO**

10.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

## **11 INDEPENDENT CONTRACTOR**

11.1 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 or 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.

11.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

## **12 WORKER HEALTH, SAFETY AND TRAINING**

12.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor, Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12.2 Contractor and any agents or employees of Contractor providing services within the District shall adhere to all Richfield Public School policies and complete annual policy training and the acknowledgement form that can be found here prior to beginning work in the district:

<https://www.richfieldschools.org/depts-progs/hr/policy-review-requirements>

## **13 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

13.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

## **14 INSURANCE**

14.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

14.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage

14.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

14.4 Contractor shall provide all such certificates to the District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is canceled or revised.

## **15 INDEMNIFICATION**

15.1 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 or in connection with Contractor's breach of warranties. 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 compromise 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.

## **16 LIMITATION ON LIABILITY**

16.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

## **17 CONFLICT OF INTEREST/CODE OF ETHICS**

17.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District, Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation of any applicable laws or District policies.

## **18 COMPLIANCE WITH LAWS AND DEBARMENT**

18.1 Contractor certifies that all goods or 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 represents that it and its employees who are required to be licensed in the State of Minnesota are licensed and have no suspension or other limitation on those licenses. 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.

## **19 TERMINATION**

19.1 The District and/or Contractor may terminate this Contract at any time without cause, upon one hundred and twenty (120) 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. The District reserves the right to direct the Contractor not to provide services during the one hundred and twenty (120) day period. In that event, the District shall pay the Contractor on a pro rata or other equitable basis as determined by the District in its sole discretion.

19.2 The District may terminate this Contract in whole or in part for cause upon thirty (30) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. Failure to maintain confidentiality of records, failure to maintain licensure and failure to timely provide criminal background checks are examples of causes for which termination may be made. These examples are not exclusive. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause. The District reserves the right to direct the Contractor not to provide services during the thirty (30) day period. In that event, the District shall pay the Contractor on a pro rata or other equitable basis as determined by the District in its sole discretion.

19.3 Notwithstanding the above, Contractor shall not be relieved of liability for damages sustained by the District as a result of any breach of this Contract by the contractor. The District may, in such an event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## **20 RETURN OF DATA**

20.1 Within ten (10) days of the completion, 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.



20.2 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, 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. Additionally, 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.

## **21 NOTICES/ADMINISTRATION**

21.1 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.

Richfield Public Schools  
District 280 Attn: Dr. Latanya  
Daniels 401 70th Street West  
Richfield, MN 55423

Improve Your Tomorrow  
Attn: Michael Lynch CEO  
1901 Royal Oaks Drive  
Sacramento, CA 95815

## **22 ACKNOWLEDGMENT**

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2)

## **23 NON-WAIVER**

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance,

## **24 ASSIGNMENT**

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of the District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void.

Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

## **25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT**

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by the same parties who executed the original Contract, or their successors in office.

## **26 WARRANTY**

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the

acceptance of the goods or services or payment by District.

## **27 SEVERABILITY**

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

## **28 SURVIVABILITY**

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

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**Richfield Public Schools  
District 280**

Signed by:

*Latanya Daniels*

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Latanya Daniels,  
Assistant Superintendent  
**Date:** 10/4/2024

**Improve Your Tomorrow**

DocuSigned by:

*Michael Lynch*

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Michael Lynch (Printed)  
Title: CEO  
**Date:** 10/4/2024

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

### ***Description of Services and Service Delivery***

#### **Improve Your Tomorrow will:**

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

#### **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**

- 95% promotion rate for 8th-grade students to high school
- 25% of students will improve their school attendance rate compared to the semester before enrolling in IYT.
- 25% reduction in the number of D's and F's as compared to the semester before enrolling in IYT. This metric applies for students in the program in a minimum of 3 semesters.
- 60% of students will improve baseline results for the annual Campus Belonging Survey. The qualitative survey will measure students' school engagement, campus belonging, improved campus relationships and college knowledge for all first year IYT students.

### 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.
- 25% of students will improve their school attendance rate as compared to the semester before enrolling in IYT.
- 25% reduction in the number of D's and F's as compared to the semester before enrolling in IYT. This metric applies for students in the program a minimum of 3 semesters.
- 90% high school graduation rate for students in the program a minimum of 2 semesters.
- 75% college attendance rates for students in the program a minimum of 4 semesters.

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

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 semester.