

Memorandum of Understanding Between
ThrivePoint Academy Nevada and
Improve Your Tomorrow, Inc

Overview:

This Memorandum of Understanding ("MOU") is entered into by and between ThrivePoint Academy Nevada, hereinafter referred to as "School District," and Improve Your Tomorrow, hereinafter referred to as "IYT," collectively referred to as the "Parties."

The purpose of the MOU is to specify the expectations of the partnership between the School District and IYT to implement the IYT Continue to Dream Academy.

Improve Your Tomorrow will:

1. Serve 25 students through the Continue to Dream Academy at School District.
2. Send the School District contact and principals' site implementation plans, which include when students will begin to be served in the program.
3. Complete a facility use agreement at all schools with the IYT Continue to Dream Academy and provide the required certificate of insurance.
4. Ensure all employees comply with Education Code requirements, which include undergoing a criminal background check.
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:
 - Member Development
 - Family Engagement
 - Mentoring
 - College Tours
 - College and Career Advising

Methods of Assessment

IYT measures impact across three components: Program Outcomes, Academic Outcomes, and Stakeholder Feedback. This combination of data points provides a well-rounded view of how program participation is moving the needle on desired outcomes. Surveys are distributed to students, parents/caregivers, and school partners to measure overall satisfaction/success and participant experiences with programming and other items. Student surveys are listed below:

- Pre/Post Member Social Emotional Learning (SEL) - Measures mindsets, skills, attitudes and feelings that help students succeed in school, career and life.
- Member Success Survey - Measures sense of belonging in IYT and increases in student confidences, attendance, and positive classroom behaviors.
- College Tour Survey - Measures increase in knowledge of available college resources, college experience, and desire to attend college.

Sense of belonging within Improve Your Tomorrow is one of the priority programming outcomes and the first indicator of program success. The following questions are utilized to capture participants' 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?

Subsequent to an increase in sense of belonging, increases in attendance and positive classroom behaviors are expected to be observed, followed by improvements in academic success. The following key performance indicators are analyzed to measure impact on students we serve.

High School Key Performance Indicators

- 60% of students will respond favorably to sense of belonging questions in Member Success Survey after 2 semesters in programming.
- 25% of students who are chronically absent will increase their school attendance after a minimum of 3 semesters in programming.
- 25% reduction in the number of D's and F's as compared to the semester before enrolling in IYT, after a minimum of 3 semesters in programming.
- 90% high school graduation rate for students in the program a minimum of 3 semesters.
- 50% college attendance rates for students in the program for a minimum of 4 semesters.

Annually, Improve Your Tomorrow will submit an End of Year report to the School District no later than 12 weeks after grades have been posted for the Spring semester.

The School District will:

1. Provide a dedicated workspace, office keys, furniture, technology, supplies and equipment for the Improve Your Tomorrow instructional program without charging a facility use fee.
2. Allow IYT to meet (in person or virtual) one time per semester with the Superintendent or Associate Superintendent on program outcomes, success, and challenges.
3. Provide access to the school site during the Improve Your Tomorrow programming
4. Complete data sharing memorandum of understanding giving IYT access to student grades, attendance and disciplinary history (see appendix A).
5. Send monthly data reports to IYT's Research and Evaluation department according to outcomes outlined in the MOU.
6. Help recruit School District alumni to serve as IYT's mentor fellows and Program Manager(s) to oversee the school sites.
7. Provide a startup implementation fee of (20%) in year one within 30 days of contract execution.
8. In year 1, provide annual funding of **\$43,625** to be paid with an initial start-up payment of **\$21,812.50** on July 1, 2025 and the remaining balance paid as invoiced equal in monthly increments from August 2025 through June 2026 payable within 15 days from time of invoice to Improve Your Tomorrow.

In year 2, provide annual funding of **\$45,806** to be paid with an initial start-up payment of **\$22,903.13** on July 1, 2026 and the remaining balance paid as invoiced equal in monthly increments from August 2026 through June 2027 payable within 15 days from time of invoice to Improve Your Tomorrow.

In year 3, provide annual funding of **\$48,097** to be paid with an initial start-up payment of **\$24,048** on July 1, 2027, and the remaining balance paid as invoiced equal in monthly increments from August 2027 through June 2028, payable within 15 days from the time of invoice to Improve Your Tomorrow.

Payments are directed to the following address:
Improve Your Tomorrow
1901 Royal Oaks
Sacramento, CA 95815

Terms:

The term of this Memorandum of Understanding shall commence July 1, 2025 and June 30, 2028.

Termination Clause:

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

Indemnification and Hold Harmless

To the fullest extent allowed by law, IYT shall indemnify and hold School District and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of IYT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the IYT. The School District shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the IYT or the applicable insurance carrier.

To the fullest extent allowed by law, School District shall indemnify and hold IYT and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("IYT Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this MOU or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of School District, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding IYT and/or any IYT Indemnities).

School District represents that it is self-insured in compliance with the laws of the state of Nevada, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers School District's indemnification obligations under this MOU.

Clearance Requirements

IYT shall provide School District with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

IYT shall monitor the status of licenses, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by IYT including volunteers.

IYT shall notify School District within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. School District shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Contract. Failure to notify School District of changes in licenses, certifications or suspensions shall be good cause for termination of this Contract by School District.

IYT shall electronically submit, within 24 hours, any accident or incident report to School District. IYT shall properly submit accident or incident reports as required by the School District.

IYT hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in Nevada Revised Statutes 432B *et seq.* To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to School District.

IYT is to read and become familiar with any charter school mandated child abuse and neglect reporting policies. In the event there is a suspicion of abuse conducted by anyone (students, staff, IYT or others) on or off campus, IYT is to file the appropriate report to the appropriate law enforcement agency. IYT is also to confidentially notify the Legal Compliance Specialist of the report. IYT is to cooperate with any investigation conducted by the School District in connection with such report.

IYT shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the IYT policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints.

Insurance

IYT shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a Nevada licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with IYT's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$5,000,000 per occurrence
- \$500,000 fire damage
- \$5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$10,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not exclude coverage for claims arising from or relating to claims for sexual molestation or abuse. IYT must provide proof that IYT's Commercial General Liability Insurance covers claims for sexual molestation or abuse.

In the event that IYT's policy should have an exclusion for sexual molestation or abuse claims, then IYT shall be required to procure a supplemental policy providing such coverage and provide proof thereof.

Certificates of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to School District.

For any claims related to the services contracted for under this Agreement, IYT's insurance coverage, including any supplemental policy covering sexual molestation and abuse claims, shall be primary insurance with respect to the School District, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the School District, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

Workers' compensation insurance in accordance with provisions of Nevada Revised Statutes 616A – 616D et seq., adequate to protect IYT from claims that may arise from its operations pursuant to the Nevada Industrial Insurance Act and in accordance with applicable state and Federal laws.

IYT, upon execution of this contract and periodically thereafter upon request, shall furnish the School District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to School District.

For any claims related to the services contracted for under this Agreement, the IYT's insurance coverage shall be primary insurance as respects to the School District, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the School District, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

Equal Opportunity

IYT strives to comply with all applicable laws prohibiting discrimination. Company policy prohibits unlawful discrimination in employment, recruiting and selection based on race (including traits historically associated with race, such as, but not limited to, hair texture and protective hairstyles like braids, locks, and twists), color, religious creed, gender, genetic information, genetic characteristics, gender identity, gender expression, transgender status, religion, marital status, military status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

(signatures on the next page)

Signatures:

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

Michael Lynch, CEO
Improve Your Tomorrow

Date:

Signature

Date:

Printed Name:

Title:

Appendix A

Data Use Agreement

This agreement governs the conditions in which Improve Your Tomorrow must use, store, and safeguard the privacy of any and all student data (hereafter referred to as “Student Data”) received from the School District pursuant to the signed Agreement between Improve Your Tomorrow and the School District.

Student Data includes both student-specific data (where individual students are identifiable by name or student ID) and aggregate data (where no students are specifically identifiable).

The requested individual-level data includes:

- Student ID
- Ethnicity/Race
- Class Schedule
- Standardized Test Scores (NHSPE, etc.)
- Unofficial Student Transcripts
- Guardian Contact Information
- Access to online student grade book portal
- Suspension and Attendance data
- Individual Education Plan (if applicable)

General Purpose & Use of Student Data.

Improve Your Tomorrow will use the Student Data provided by the School District to increase college enrollment rates for Improve Your Tomorrow students in School District. Improve Your Tomorrow offers an array of strategic interventions to improve retention, including academic support, mentorship, internships, college advising, parent engagement and college tours. Regular data access will allow Improve Your Tomorrow staff to assess student progress and provide support as needed to ensure the students stay on track to enroll in college.

Improve Your Tomorrow acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. Improve Your Tomorrow will not access, disclose or use any Student Data except to the extent such access, disclosure, or use is in full accordance with FERPA, and is explicitly permitted under this Agreement. Improve Your Tomorrow will maintain the security of the Student Data at all times and will promptly notify the School District in the event of any disclosure that is inconsistent with the terms of this Agreement.

Improve Your Tomorrow agrees to maintain the Student Data received with reasonable security measures, such that the Student Data cannot be viewed or accessed electronically or in printed form by unauthorized individuals, which includes but is not limited to administrative controls, physical controls, and technical controls, electronic security, such as password sign-on and

sign-off procedures as appropriate and the proper placement of the equipment so that the screen cannot be viewed from a public location.

Improve Your Tomorrow agrees to refrain from redisclosing the Student Data to any other third party.

(Improve Your Tomorrow) agrees to destroy any Student Data contained in print form or electronically that is no longer needed for Improve Your Tomorrow's stated purpose and in such a way that identification of a student is not possible.

If Improve Your Tomorrow terminates the Agreement, goes out of business, files a petition under the Bankruptcy Code, or stops providing services to the School District, it shall return to the School District all Student Data in its possession.

Data Ownership. The Parties agree that, as between them, all rights, including all intellectual property rights in and to Student Data transmitted under this Agreement, shall remain the exclusive property of the School District.

Signatures:

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

Michael Lynch, CEO
Improve Your Tomorrow

Date:

Signature

Date: _____

Printed Name:

Title: