

# Memorandum of Understanding

This serves as a Memorandum of Understanding Beyond Institute, Inc (PROVIDER) at 2021 Fillmore St. Suite 1081, San Francisco, CA 94115 will be a partner organization for 20th Circuit Adult Drug Court (PARTNER) at P.O. Box 1626, from 3/1/2021 to 12/31/2021.

## Overview

Beyond Institute's mission is to build and support a coalition of global learners to develop and apply the social, emotional, academic, and professional skills necessary to thrive in a rapidly-changing world. All programs are designed to meet CASEL's Social & Emotional Learning standards, and delivered based on Buck Institute's Gold Standard for Project-based Learning. Program topics and subject areas are also selected to meet the growing demands of the workplace, while ensuring learners are engaged and motivated throughout the program.

Beyond Institute is a registered not-for-profit organization based in Oakland, California.

## Beyond Success: Build My Best Future

The BMBL program helps learners explore the key building blocks of their life goals, and more importantly help them plan for challenges, surprises, and even failures in life. The program recognizes while not all students will have a clear direction in life, it is more important for them to learn how to set short-term SMART goals, keep themselves accountable to reaching their goals, and manage their motivation and emotional state if their goals were not achieved. These lessons can only be taught by combining Design Thinking tools, SEL and PBL, so students can learn both the tactical and emotional strategies necessary to build for a better future.

Topics Included:

- Build SMART Goals (Specific, Measurable, Attainable, Relevant, and Time-Bound)
- Professional Resume Workshop
- Professional Interview Workshop
- Personal Finance: Budgeting
- Personal Finance: Credit
- Managing Successes and Failures
- Grit and Perseverance
- Parenting: Active Listening During Difficult Conversations
- Parenting: Developmental Stages of Children

Additional topics can be made available upon request.

# Services

1. Beyond Institute will provide the following:
  - a. To accommodate the potential fluctuations in attendance by PARTNER's clients, the PROVIDER shall offer one class per month that can be taken independently of one another.
  - b. Each class shall be derived from one of the programs included above.
  - c. The duration of each class shall be 90 minutes.
  - d. A calendar and class schedule that includes the class topics up to two months in advance.
  - e. Exact dates and times of the program classes will be determined separately between the PARTNER and PROVIDER prior to the launch of the program.
  - f. All learning materials for the program, including but not limited to software licenses, digital learning tools, and worksheets.
  - g. One Student Program Manager to facilitate the program and serve as the point of contact for the PARTNER
2. PARTNER commits to the following:
  - a. Ensure students have access to computers and Zoom software to conduct the sessions.
  - b. Faculty support to maintain ratio and group management, if required.
  - c. Provide an escalation channel for PROVIDER to communicate with PARTNER staff to raise any attendance, behavioral, and performance issues.

Both parties will agree on program start dates. The partnership will continue as long as both parties maintain their responsibilities as outlined above.

# Sample Learning Calendar

Class	Date	Topic
1	4/5	Introductions and Orientation
2	5/3	Building SMART Goals
3	5/31	Managing Successes and Failures
4	6/28	Personal Finance: Budgeting
5	7/26	Grit and Perseverance
6	8/23	Parenting: Active Listening During Difficult Conversations
7	9/20	Parenting: Developmental Stages of Children
8	10/18	Professional Resume Workshop
9	11/15	Professional Interview Workshop

# Objectives

1. Engage learners to maximize their level of self confidence and self worth.
2. Help learners develop concrete and actionable insights into how they can improve the wellbeing of their lives and their families' lives.
3. Align all materials and instructions to CASEL's Social and Emotional Learning Framework and Standards, as well as Buck Institute's Gold Standard for Project-based Learning
4. Mitigate, if any, behavioral and attendance issues that could be addressed through greater engagement with both PROVIDER and PARTNER

## Assessments

The following assessment methods and metrics can be tracked with joint efforts by PROVIDER and PARTNER

1. Student attendance to PROVIDER's program(s)
2. Student engagement during PROVIDER's program(s)
3. Overall retention rate of the PROVIDER's program(s)
4. Qualitative self evaluation by learner
5. Qualitative evaluation by PARTNER

## Program Costs and Payments

1. PARTNER shall pay PROVIDER a tuition fee of \$25 per learner per class.
2. Total cost per class shall be calculated at the end of each class.
3. PARTNER shall pay PROVIDER a lump sum payment prior to the launch of the program. The PROVIDER shall credit the partner in the amount of the lump sum payment, and deduct from the credit after the conclusion of each class.
4. PROVIDER shall inform the PARTNER of the status of the remaining credits when then credits drop below \$300 USD.

## Additional Requirements

1. Compliance with Program Requirements, Uniform Grant Guidance (UGG), General Terms & Conditions, and any other Governmental Laws and Regulations applicable to performance of the services provided, shall be the sole obligation and responsibility of the PROVIDER and shall no longer be the obligation and responsibility of the PARTNER. Furthermore, PROVIDER agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state, and federal laws and regulations governing the services to be rendered pursuant to this Agreement. Additionally, PROVIDER has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder.
2. PROVIDER is an independent contractor to PARTNER and the PROVIDER and its employees are not agents or employees of the PARTNER. It is hereby further understood and agreed that the PROVIDER, in performing this contract, is acting in the capacity of an independent contractor, and that the PROVIDER is not an agent, servant, partner, nor employee of PARTNER.
3. PROVIDER hereby agrees at all times to provide qualified personnel, properly licensed, with favorable clearances and background checks in compliance with all applicable laws and regulations to perform all tasks as more fully set forth and described in the Scope of Work of this Agreement. PROVIDER further agrees to be solely responsible for the payment of wages, salaries, benefits, and other amounts due these personnel. Additionally, PROVIDER shall be solely responsible for all reports and obligations respecting its personnel relating to social security, income tax, pension, unemployment withholding compensation, workers' compensation, and similar matters.
4. PROVIDER agrees to hold harmless and indemnify PARTNER and its directors, officers, employees, agents from any and all claims, liability, and loss whatsoever, including reasonable attorney's fees, that may arise in any way from the performance of PROVIDER services under this contract. This provision shall survive termination of this contract.
5. PROVIDER shall not assign or subcontract its obligations under this contract with the prior written consent of PARTNER which consent may be withheld in PARTNER'S sole and absolute discretion.

# Signatures

The parties, intending to be legally bound, execute and date this agreement effective as of the date first-above written.

PROVIDER

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

PARTNER

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_