

# **GRANT PROGRAM SERVICES AGREEMENT BETWEEN PERRIS UNION HIGH SCHOOL DISTRICT AND THINK TOGETHER, INC.**

## **I. PARTIES AND EFFECTIVE DATE**

This Agreement ("Agreement") is made on July 1, 2019 to June 30, 2024, between Perris Union High School District (the "District"), and THINK Together, Inc., a California non-profit corporation ("THINK"), for the purpose of providing 21<sup>st</sup> Century Community Learning Centers ("21st CCLC ASSETs") Grant After School Safety and Education for Teens (ASSETs) Program Services.

## **II. LOCATIONS AND TERM**

The District is contracting with THINK for provision of comprehensive After School Programming, as defined herein, at Heritage High and Perris High school sites (collectively, the "School Sites") for the 21st CCLC ASSETs programs. The term of this contract is July 1, 2019 to June 30, 2024 (the "Term"), coterminous with and subject to the District's receipt of 21st CCLC ASSETs grant award, and is subject to all provisions of the primary 21st CCLC ASSETs Grant cited above as well as any subsequent contract modifications or additional requirements by the California Department of Education ("CDE"). If this Agreement differs from the primary CDE 21st CCLC ASSETs Grant, then this Agreement governs the understanding between the District and THINK.

## **III. AGREEMENT**

### **A. Fiscal Agent**

The District shall act as the lead fiscal and administrative agent with the CDE for operating a 21st CCLC ASSETs program.

### **B. Partnership Status**

In accordance with Education Code Section 8484.8.(d), the District's eligibility to receive a 21<sup>st</sup> CCLC was contingent upon submitting an application jointly with a community-based organization. The district selected CONTRACTOR as its co-applicant and both parties will maintain this partnership for the duration of the Term, except as provided in Section XII herein.

### **C. Program Operations**

Consistent with 21st CCLC ASSETs Grant provisions, the District contracts with THINK and THINK will operate after school programs at the School Sites. THINK will supply the staff, management and supervision, and volunteer recruitment for

the School Sites (the "After School Programming"). In addition, THINK will work collaboratively with the District on governance, operational management, and evaluation. THINK agrees to provide a high quality program consistent with the guidelines established by the CDE, the District, and THINK for this grant.

THINK will have the following responsibilities in support of the 21st CCLC ASSETs programs:

1. Coordinate the academic, enrichment, career technical education and physical activity portions of the 21st CCLC ASSETs program at each of the School Sites.
2. Hire, train, and supervise site staff, including the site coordinators and program leaders.
3. Seek regular input from principals regarding performance evaluations, including recommendations for retaining and terminating a site coordinator and/or other site staff.
4. Provide workers' compensation insurance for THINK employees and agents as required by law.
5. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by THINK or its employees under this Agreement.
6. Comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. If at any time during the term of this Agreement THINK is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of THINK performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, THINK agrees to immediately notify the District and remove said employee from performing services on this Agreement.
7. Coordinate with District to purchase all materials, tools, and instrumentalities required to perform the services under this Agreement, utilizing funds from the District's share of the grant award.
8. Participate in all cross training for site coordinators and site staff.
9. Complete site emergency plans and related staff training.
10. Maintain ongoing communication between THINK staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
11. Coordinate 21st CCLC ASSETs activities with school staff to assure program supports current academic goals of teachers and administrators.
12. Provide academic assistance and other activities specifically supporting (but not duplicating) daytime curriculum and academic goals.
13. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic

- newsletters, and hosting, at a minimum, one parent night (can be in conjunction with school PTO).
14. Recruit and train volunteers to lower the students/adult ratios in the program.
  15. Work with the District to implement a comprehensive annual program evaluation plan. As required, attend and participate in evaluation subcommittee meetings. Evaluation plan shall include but not be limited to attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Evaluation will be completed by THINK in accordance with CDE guidelines and submitted to the District a minimum of ten (10) calendar days prior to CDE due dates.
  16. Regularly attend and participate in regularly scheduled governance and operations meetings.
  17. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
  18. Provide documentation and findings of annual independent audits, in accordance with CDE requirements.

#### **IV. COMPENSATION**

THINK will be paid 80% of the annual grant award from CDE ("THINK's Fee"), according to Schedule A, attached hereto. Timing and amounts of payments will be made according to Schedule A, attached hereto. If the funds received from the CDE change, a pro rata adjustment to the maximum amount available for payment to THINK will be made. THINK's Fee will only be paid out of funds received by the District from the State and only up to the limits of this agreement. Notwithstanding the provisions above, any amount not timely paid by the District and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to THINK.

#### **V. EVALUATION AND REPORTING**

The District agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines. THINK agrees to supply the District with any and all reporting information explicitly required via written notification to the District by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.

The District will provide THINK with complete copies of all attendance, expenditure, and evaluation reports and pertinent grant-related communication within five working days of submission to CDE.

THINK will:

- Provide monthly attendance and snack reports to the District by the 20<sup>th</sup> of the month for the previous month of program.
- Provide quarterly reports on operations to the District by October 20, 2019; January 20, 2020; April 20, 2020; and July 20, 2020. In subsequent years, THINK will continue to provide reports on operations by October 20, January 20, April 20, and July 20.
- Provide an annual report on operations to the District for July 1, 2019 – June 30, 2020 by July 20, 2020. In subsequent years, THINK will continue to provide an annual operations report by July 20.

## **VI. FACILITY USAGE AND SNACK PROVISION**

The District will provide THINK with access to and use of the District's facilities as necessary to meet the terms of this Agreement. Additionally, District agrees to provide the required daily snack as required under the 21st CCLC ASSETS grant.

## **VII. INDEPENDENT CONTRACTOR**

THINK is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the District and THINK or any of THINK's agents or employees. THINK assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. THINK, its agents and employees, shall not be entitled to any rights and/or privileges of the District's employees and shall not be considered in any manner to be the District's employees.

## **VIII. MUTUAL INDEMNIFICATION**

THINK shall indemnify, pay for the defense of, and hold harmless the District and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK's negligent or willful acts and/or omissions in rendering any services hereunder. THINK shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK or any employee of THINK and shall further indemnify, pay for the defense of, and hold harmless the District of and from any such payment or liability arising out of or in any manner connected with THINK's performance under this Agreement.

The District shall indemnify, pay for the defense of, and hold harmless THINK and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the District's negligent or willful acts and/or omissions in relation to this Agreement.

## **IX. INSURANCE**

During the entire term of this Agreement, THINK shall procure, pay for and keep in full force and effect the following types of insurance:

- Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, THINK under this Agreement. All insurance policies shall state the name of the insurance carrier and name the District as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence.
- The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the District prior to the commencement of services under this agreement. THINK agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the District's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, THINK agrees to immediately provide the District true and correct copies of all new or revised certificates of insurance.

## **X. ASSIGNABILITY**

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by THINK without the prior written consent of the District.

## **XI. DATA SHARING**

The District agrees to comply with all reasonable requests by THINK and to provide access to all documents and electronic student data reasonably necessary for the performance of THINK's duties under this Agreement.

## **XII. TERMINATION**

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the District makes a good faith, reasonable determination that THINK is in default of its obligations under this Agreement, the District must provide THINK with a written request to cure the default. If the District reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the District shall have the right to immediately terminate this Agreement upon written notification to THINK.

At any time during the performance of this Agreement, either the District or THINK, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

In the event that this Agreement is terminated as provided above, THINK shall be paid its fees earned in accordance with Schedule A through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to Schedule A, based on the days in that payment period that occurred prior to termination. All cash deposits made by the District to THINK, if any, shall be refundable to the District in full upon termination of this Agreement unless specified to the contrary.

### **XIII. CONFLICT OF INTEREST**

Each party hereto (for this purpose, a "Soliciting Party") agrees that, for a period of [two years] following the Effective Date, such Soliciting Party (or any person acting on behalf of or in concert with such party) will not, without the prior written consent of the other party hereto (for this purpose, the "Employer Party"), directly or indirectly, solicit to employ any employee of the Employer Party with whom any employee of the Soliciting Party had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either Soliciting Party from making general public solicitations for employment for any position or from employing any employee of the Employer Party who either responds to such a general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

### **XIV. ENTIRE AGREEMENT**

This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by THINK and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been

made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except the District may unilaterally amend the Agreement to accomplish the changes listed below:

- Changes as required by law; and
- Changes required by CDE 21st CCLC ASSETs grant provisions.

#### **XV. SEVERABILITY**

If any 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 without being impaired or invalidated in any way.

#### **XVI. CALIFORNIA LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

#### **XVII. AUTHORIZATION**

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

**Perris Union High School District (the "District")**

**THINK TOGETHER, INC. ("THINK")**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Randy Barth  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Founder & CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

2101 E. 4<sup>th</sup> St., Ste. 200B  
\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Santa Ana, CA 92705  
\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

714-543-3807  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Schedule A  
Annual Payment Schedule

Ten monthly payments, due on the 1<sup>st</sup> of each month from August 1 through May 1, according to the following:

School Name	Components	Amount Awarded	Total Payment to THINK Together	Monthly Payment Amount (x10)
			80%	10%
Heritage High	21st CCLC ASSETs Base	\$ 250,000.00	\$ 200,000.00	\$ 20,000.00
Perris High	21st CCLC ASSETs Base	250,000.00	200,000.00	20,000.00
		<b>\$ 500,000.00</b>	<b>\$ 400,000.00</b>	<b>\$ 40,000.00</b>