

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, 2017 (the "Effective Date"), between Perris Union High School District (the "District"), and THINK Together, Inc., a California non-profit corporation ("THINK"), for the purpose of providing After School Educational and Safety ("ASES") Grant Program Services.

II. LOCATIONS AND TERM

The District is contracting with THINK for provision of comprehensive Expanded Learning Programming, as defined herein, at Pinacate Middle School (the "School Site") for the ASES programs. The term of this contract is July 1, 2017 to June 30, 2018 (the "Term"), coterminous with and subject to the District's receipt of ASES grant award, and is subject to all provisions of the primary ASES 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 ASES Grant, then this Agreement governs the understanding between the District and THINK.

III. SCOPE OF SERVICES

A. Fiscal Agent

The District shall act as the lead fiscal and administrative agent with the CDE for operating an ASES program.

B. Program Operations

Consistent with ASES Grant provisions, the District contracts with THINK and THINK will operate ASES programs at the School Site. THINK will supply the staff, materials, management and supervision, and volunteer recruitment for the School Site (the "Expanded Learning 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 ASES programs:

1. Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at the School Site.
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. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement, including curriculum developed by THINK as its intellectual property.
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 ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
12. Provide academic assistance and other activities specifically supporting classroom 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 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.
19. Retain source documents related to attendance tracking for not less than five years.

C. Sustainability

THINK shall use reasonable best efforts to support financial sustainability through:

1. Seeking and utilizing funds from public and private fundraising to support the program.
2. Working collaboratively with the District to seek and secure additional funding from area businesses, service organizations, churches, foundations, and other relevant sources to enhance programming and develop long-term sustainability of the program.
3. Increasing community visibility of the project by working with local press, business groups and coordinating and/or assisting with community-based fundraising events.
4. Seeking to utilize earned income from any separate fee-based services as a source of matching funds.

District shall use reasonable best efforts to support financial sustainability through:

1. Identifying expanded learning services as a means toward increasing and improving services to high need youth in the Local Control and Accountability Plan.
2. Allocating Local Control Funding Formula funds to increase and improve expanded learning services.
3. Allocating funds from federal subsidies (e.g., Title I) to support expanded learning services.

IV. COMPENSATION

THINK will be paid 95% of the grant award from CDE ("THINK's Fee"). THINK's Fee shall not be less than **\$80,991.91** (EIGHTY THOUSAND, NINE HUNDRED NINETY-ONE DOLLARS AND NINETY-ONE CENTS), 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. 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

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 no less than 10 calendar days in advance of any deadlines. 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, and provide proof of submission to THINK.

The District will provide THINK with any pertinent grant-related communications within five working days of receipt from the CDE.

THINK will:

- Provide monthly attendance and snack reports to the District by the 20th of the month for the previous month of program.
- Provide quarterly reports on operations to the District by October 20, 2017; January 20, 2018; April 20, 2018; and July 20, 2018.
- Provide an annual report on operations to the District for July 1, 2017 – June 30, 2018 by July 20, 2018.

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. To the extent possible, the District shall provide one classroom for every twenty students enrolled in the program, and shall identify dedicated office space for each school's site coordinator. Additionally, District agrees to provide the required daily snack as required under the ASES grant. District facilities and supplied snacks shall be considered in-kind contributions toward meeting the ASES match requirement.

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

The District acknowledges that THINK has invested and will continue to invest significant amounts of time, money, effort, and resources to recruit, hire, train, and supervise qualified employees to perform the Services required under this

Agreement. The District further acknowledges that THINK has a legitimate expectation that its employees will continue their employment and career development with THINK during and after the Term of this Agreement, which gives THINK a significant business advantage. The District further acknowledges that during the Term of this Agreement, it will be entrusted with access to the personal contact data for employees of THINK who are assigned to render Services under this Agreement. The District acknowledges that these legitimate interests of THINK would be impaired if the District were to solicit and recruit THINK's personnel to leave their employment with THINK during or after the term of this Agreement. To protect these interests, the District agrees as follows:

A. No Solicitation of Employees

Each party hereto (for this purpose, a "Soliciting Party") agrees that, for a period of six months after termination of this Agreement for any reason, 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.

B. Recruitment Fee

During the Term of this Agreement and for a period of six months after termination of this Agreement for any reason, if the District hires any employee of THINK to whom the District was introduced through the performance of this Agreement, whether or not the hiring was done through Solicitation, the District shall pay THINK a Recruitment Fee equal to fifty percent (50%) of the total annualized compensation offered by the District to such employee, payable immediately upon the date the employee starts employment with the District.

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 ASES 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. Fourth 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
Perris Union High SD Payment Schedule (Beginning July 1, 2017)

Contract Amount

THINK's Annual Fee: **\$80,991.91**

Invoice Schedule

Ten monthly payments will be due on the first day of each month, August, 2017 to May, 2018, of **\$8,099.19** each.

Expense Allocation Plan

Direct Service Expenses

Personnel

| Position | Hourly Bill Rate |
|------------------|-------------------------|
| Site Coordinator | \$28.00 |
| Program Leader | \$17.50 |

Bill Rate includes wages, tax, benefits, employee processing, and on-site supervision

Operating

| Category | Cost |
|-----------------------------------|--|
| Technology Services | \$1,000.00 per site, per year |
| Middle School Consumable Supplies | \$500.00 per site, per month, plus \$800.00 start-up allocation per site, per year |

Administrative Expenses

| Category | Cost |
|--------------------------------------|-----------------------------|
| Middle School Curriculum Development | \$153 per student, per year |
| THINK Administrative Expense | 12.5% of total expenses |

THINK develops and produces all curricula for the program and charges each site by calculating the total cost for both elementary and middle school content and then dividing those costs by the total average daily attendance at each level, and then assigning an amount to each district based on the total ADA served.

Any administrative costs incurred that exceed the Fee shall be applied toward meeting the ASES match requirement.

Attendance Targets

| Category | Total ASES Funding | Total ADA |
|------------------------|---------------------------|------------------|
| K-8/Middle Schools (1) | \$85,254.64 | 64 |
| Total | \$85,254.64 | 64 |

ADA Calculated at \$7.50 per student/per day over 180 school days, rounded up to nearest whole number

Projected Budget

| | |
|---|------------------|
| 1 Site Coordinator @ \$28/hour x 38 hours/week x 52 weeks = | \$55,328 |
| 3 Program Leaders* @ \$17.50/hour x 18.75 hours/week x 36 weeks = | \$35,438 |
| Technology Services @ \$1,000 per school x 1 school = | \$1,000 |
| 1 K-8/Middle School Consumables @ (\$500/month x 10 mos.) + \$800 = | <u>\$5,800</u> |
| <i>Total Direct Services</i> | <i>\$97,566</i> |
| Middle School Curriculum @ \$153 x 64 ADA = | \$9,792 |
| Administrative Expense @ 12.5% | <u>\$13,420</u> |
| <i>Total Expenses</i> | <i>\$120,778</i> |

| | |
|---|--------------------|
| Amount charged to District = | \$80,991.91 |
| Cash Match Contributed by THINK = | \$39,786 |
| Percentage of Grant Amount Allocated to Direct Services = | <i>114.44%</i> |

*Program Leaders estimated at 1 per 20 students ADA.