

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 _____, 2021 (the "Effective Date"), between Perris Union High School District (the "District"), and Think Together, Inc., a California non-profit corporation, for the purpose of providing After School Educational and Safety ("ASES") Grant Program Services.

II. LOCATIONS AND TERM

The District is contracting with Think Together for provision of comprehensive Expanded Learning Programming, as defined herein, at California Military Institute (the "School Site") for the ASES programs. The term of this contract is July 1, 2021, to June 30, 2022 (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 Together.

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 Together and Think Together will operate ASES programs at the School Site. Think Together will supply the staff, materials, management and supervision, and volunteer recruitment for the School Site (the "Expanded Learning Programming"). In addition, Think Together will work collaboratively with the District on governance, operational management, and evaluation. Think Together agrees to provide a high quality program consistent with the guidelines established by the CDE, the District, and Think Together for this grant.

Think Together will provide all direct physical supervision services in compliance with all health and safety regulations adopted by the local health authority and the District.

Think Together 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 each of the School Site.
2. Hire, train, and supervise the site coordinator. Program Leaders shall remain employees of the District and remain under the control and direction of the District at all times. The District shall ensure the Program Leaders are qualified to perform their required duties as part of the programs set forth in this Agreement. The District will make Program Leaders available to participate in any required training and other staff development activities conducted by CONTRACTOR. As district-employed Program Leaders resign or are reassigned, the hiring, training, and supervision of Program Leaders will revert to Think Together thereafter.
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 Together 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 Together or its employees under this Agreement. All employees shall provide a negative tuberculosis (TB) test prior to being in contact with students.
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 Together is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of Think Together 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 Together 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 Together 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 Together 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 Together 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. Distance Learning

In the event that schools are forced to close due to natural disaster or to help prevent the spread of disease, alternative activities may be performed remotely, including but not limited to:

- Assist the District's nutritional services staff to distribute federally approved meals at designated school sites.
- Assist in the distribution of educational packets, school supplies, and/or collection of District property.
- Provide various professional learning opportunities for ASES staff, including planning and preparing for future programming scenarios.
- Develop enrichment resources to engage students beyond Emergency Distance Learning.
- Other expectations and associated job tasks listed in job descriptions that are reasonable and necessary during the period of school closure.
- Provide evidence and documentation to demonstrate delivery of the alternative services listed above, as requested.

- Track all employees' time and expenditures, ensuring that expenditures are allowable under ASES guidelines, and make such documentation available for audit and review.

D. Sustainability

Think Together 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.

IV. COMPENSATION

Think Together will be paid a portion of the grant award from CDE ("Think Together'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 proportionate adjustment to the maximum amount available for payment to Think Together will be made. If Program Leaders currently employed by the District transfer to Think Together employees, a commensurate adjustment to the Schedule A budget will be made. Think Together'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 Together.

V. EVALUATION AND REPORTING

Think Together 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 Together.

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

Think Together 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, 2021; January 20, 2022; April 20, 2022; and July 20, 2022.
- Provide an annual report on operations to the District for July 1, 2021 – June 30, 2022, by July 20, 2022.

VI. FACILITY USAGE AND SNACK PROVISION

The District will provide Think Together 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 Together is, and shall at all times be deemed to be an independent Think Together, 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 Together or any of Think Together's agents or employees. Think Together 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 Together, 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 Together 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 Together's negligent or willful acts and/or omissions in rendering any services hereunder. Think Together 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 Together or any employee of Think Together 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 Together's performance under this Agreement.

The District shall indemnify, pay for the defense of, and hold harmless Think Together 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 Together 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 Together 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 sexual abuse, molestation, death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence, and Three Million dollars (\$3,000,000) aggregate. Think Together will name District and its officers, agents, and employees, individually and collectively as additional insureds.
- 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 Together 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 Together 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 Together without the prior written consent of the District.

XI. DATA SHARING

The District agrees to comply with all reasonable requests by Think Together and to provide access to all documents and electronic student data reasonably necessary for the performance of Think Together's duties under this Agreement. Think Together will abide by all data privacy standards enforced by the District.

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 Together is in default of its obligations under this Agreement, the District must provide Think Together 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 Together.

At any time during the performance of this Agreement, either the District or Think Together, 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 Together 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 Together, 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 Together 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 Together has a legitimate expectation that its employees will continue their employment and career development with Think Together during and after the Term of this Agreement, which gives Think Together 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 Together who are assigned to render Services under this Agreement. The District acknowledges that these legitimate interests of Think Together would be impaired if the District were to solicit and recruit Think Together's personnel to leave their employment with Think Together 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.

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 Together 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.

XVIII. NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: Think Together, Inc.
2101 E. Fourth Street, Suite 200B
Santa Ana, CA 92705

To: Perris Union High School District
1151 North A Street
Perris, CA 92570

To facilitate crisis management, District will provide to Think Together the personal contact information of the Superintendent or his/her designee, as well as a secondary contact, so that they can be notified in the event of an incident that occurs outside of normal business hours or when school is not in session.

[Signature page follows]

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

Perris Union High School District (the "District")

By: _____
Signature

Printed Name

Title

Address

City State Zip

Telephone Number

Date

Think Together, Inc.

By: _____
Signature

Randy Barth
Printed Name

Founder & CEO
Title

2101 E. Fourth St. Suite 200B
Address

Santa Ana, CA 92705
City State Zip

714-543-3807
Telephone Number

Date

Schedule A
Perris Union HSD Payment Schedule

Contract Amount

Think Together's Annual Fee: **\$83,556.00**

Invoice Schedule

Ten monthly payments due on the first day of month, August, 2021, to May, 2022, of \$8,355.60 each

Expense Allocation Plan

Direct Service Expenses

Personnel

Position	Hourly Bill Rate
Site Coordinator	\$35.00
Program Leader (if employed by CONTRACTOR)	\$21.00

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
Think Together Administrative Expense	10% of total expenses

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

Attendance Targets

Total ASES Funding	Required Present Records (total funding ÷ \$8.88)	Average Daily Attendance (present records ÷ 180 days)
\$148,972.00	16,777	93.20

Projected Budget

1 Site Coordinator @ \$35/hour x 38 hours/week x 52 weeks =	\$69,160
Technology Services @ \$1,000 per school x 1 school =	\$1,000
1 Middle School Consumables @ (\$500/month x 10 mo.) + \$800 =	<u>\$5,800</u>
<i>Total Direct Services</i>	<i>\$75,960</i>
Administrative Expense @ 10%	<u>\$7,596</u>
<i>Total Expenses</i>	<i>\$83,556</i>
Amount charged to District =	\$83,556.00