

**GRANT PROGRAM SERVICES AGREEMENT BETWEEN YPI CHARTER SCHOOLS
AND THINK TOGETHER, INC.**

I. PARTIES AND EFFECTIVE DATE

This Agreement ("Agreement") is made on 11-7-19, 2019 (the "Effective Date"), between YPI Charter Schools (the "Grantee"), and Think Together, Inc., a California non-profit corporation ("CONTRACTOR"), for the purpose of providing After School Educational and Safety ("ASES") Grant Program Services.

II. LOCATIONS AND TERM

The Grantee is contracting with CONTRACTOR for provision of comprehensive Expanded Learning Programming, as defined herein, at Monsenor Oscar Romero Charter School and Bert Corona Charter School (collectively, the "School Sites") for the ASES programs. The term of this contract is from the Agreement execution date to June 30, 2020 (the "Term"), coterminous with and subject to the Grantee'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 Grantee and CONTRACTOR.

III. SCOPE OF SERVICES

A. Fiscal Agent

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

CONTRACTOR 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 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 CONTRACTOR 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 CONTRACTOR 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 Grantee's pupils. If at any time during the term of this Agreement CONTRACTOR is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of CONTRACTOR 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, CONTRACTOR agrees to immediately notify the Grantee 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 CONTRACTOR 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 CONTRACTOR 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 Grantee 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 CONTRACTOR in accordance with CDE guidelines and submitted to the Grantee 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

CONTRACTOR 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 Grantee 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.

IV. COMPENSATION

CONTRACTOR will be paid 95% of the grant award from CDE ("CONTRACTOR'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 CONTRACTOR will be made. Notwithstanding the provisions above, any amount not timely paid by the Grantee and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to CONTRACTOR.

V. EVALUATION AND REPORTING

CONTRACTOR agrees to supply the Grantee with any and all reporting information explicitly required via written notification to the Grantee by the CDE or U.S. Department of Education no less than 10 calendar days in advance of any deadlines. The Grantee 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 CONTRACTOR.

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

CONTRACTOR will:

- Provide monthly attendance reports to the Grantee by the 20th of the month for the previous month of program.
- Provide quarterly reports on operations to the Grantee by October 20, 2019; January 20, 2020; April 20, 2020; and July 20, 2020.
- Provide an annual report on operations to the Grantee for July 1, 2019 – June 30, 2020 by July 20, 2020.

VI. FACILITY USAGE AND SNACK PROVISION

The Grantee will provide CONTRACTOR with access to and use of the Grantee's facilities as necessary to meet the terms of this Agreement. To the extent possible, the Grantee 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, Grantee agrees to provide the daily snack as required under the ASES grant. Grantee facilities and supplied snacks shall be considered in-kind contributions toward meeting the ASES match requirement.

VII. INDEPENDENT CONTRACTOR

CONTRACTOR 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 Grantee and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR 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. CONTRACTOR, its agents and employees, shall not be entitled to any rights and/or privileges of the Grantee's employees and shall not be considered in any manner to be the Grantee's employees.

VIII. MUTUAL INDEMNIFICATION

CONTRACTOR shall indemnify, pay for the defense of, and hold harmless the Grantee 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 CONTRACTOR's negligent or willful acts and/or omissions in rendering any services hereunder. CONTRACTOR 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 CONTRACTOR or any employee of CONTRACTOR and shall further indemnify, pay for the defense of, and hold harmless the Grantee of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement.

The Grantee shall indemnify, pay for the defense of, and hold harmless CONTRACTOR 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 Grantee's negligent or willful acts and/or omissions in relation to this Agreement.

IX. INSURANCE

During the entire term of this Agreement, CONTRACTOR 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, CONTRACTOR under this Agreement. All insurance policies shall state the name of the insurance carrier and name the Grantee 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. Sexual abuse and molestation coverage shall be for no less than One Million dollars (\$1,000,000) per occurrence and Three Million dollars (\$3,000,000) aggregate.
- 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 Grantee prior to the commencement of services under this agreement. CONTRACTOR agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the Grantee's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, CONTRACTOR agrees to immediately

provide the Grantee 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 CONTRACTOR without the prior written consent of the Grantee.

XI. DATA SHARING

The Grantee agrees to comply with all reasonable requests by CONTRACTOR and to provide access to all documents and electronic student data reasonably necessary for the performance of CONTRACTOR'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 Grantee makes a good faith, reasonable determination that CONTRACTOR is in default of its obligations under this Agreement, the Grantee must provide CONTRACTOR with a written request to cure the default. If the Grantee reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the Grantee shall have the right to immediately terminate this Agreement upon written notification to CONTRACTOR.

At any time during the performance of this Agreement, either the Grantee or CONTRACTOR, 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, CONTRACTOR 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 Grantee to CONTRACTOR, if any, shall be refundable to the Grantee in full upon termination of this Agreement unless specified to the contrary.

XIII. CONFLICT OF INTEREST

The Grantee acknowledges that CONTRACTOR 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 Grantee further acknowledges that CONTRACTOR has a legitimate expectation that its employees will continue their employment and career development with CONTRACTOR during and after the Term of this Agreement, which gives CONTRACTOR a significant business advantage. The Grantee further acknowledges that during the Term of this Agreement, it will be entrusted with access to the personal contact data for employees of CONTRACTOR who are assigned to render Services under this Agreement. The Grantee acknowledges that these legitimate interests of CONTRACTOR would be impaired if the Grantee were to solicit and recruit CONTRACTOR's personnel to leave their employment with CONTRACTOR during or after the term of this Agreement. To protect these interests, the Grantee 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 Grantee hires any employee of CONTRACTOR to whom the Grantee was introduced through the performance of this Agreement, whether or not the hiring was done through Solicitation, the Grantee shall pay CONTRACTOR a Recruitment Fee equal to fifty percent (50%) of the total annualized compensation offered by the Grantee to such employee, payable immediately upon the date the employee starts employment with the Grantee.

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 CONTRACTOR 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 Grantee may unilaterally amend the Agreement to accomplish changes as required by law, or 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.

YPI Charter Schools (the "Grantee")

By: Yvette King-Berg
Signature

Yvette King-Berg
Printed Name

Executive Director
Title

9400 Remick Ave
Address

Paradise CA 91331
City State Zip

818-847-7659
Telephone Number

11-7-19
Date

**Think Together, Inc.
("CONTRACTOR")**

By: Randy Barth
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

12.01.19
Date

Schedule A
YPI Charter Schools Payment Schedule

Contract Amount

CONTRACTOR's Annualized Fee: **\$271,962.58***

Invoice Schedule

Ten monthly payments will be due on the first day of each month, August, 2019 to May, 2020, of **\$27,196.26** each. Payments will be pro-rated for services rendered during the Fiscal Year Ending 2020.

Grant Award Amounts

School	Award Amount	Think Together Fee (95%)	Total Present Records Required (Amount ÷ \$8.88 daily rate)	Total Average Daily Attendance (present records ÷ 180 days)
MORCS	\$108,717.20	\$103,281.34	12,243	68.01
Bert Corona	\$177,559.20	\$168,681.24	20,000	111.11
Totals	\$286,276.40	\$271,962.58	32,243	166.66

*For the 2019-2020 school year, Think Together will pro-rate its fee for the number of service days provided, at a daily rate of \$1,510.90 (fee divided by 180 school days).