

MEMORANDUM OF UNDERSTANDING
Between
YPI Charter Schools
And
Think Together, Inc.

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement to work together to provide expanded learning services funded through 21st Century Community Learning Centers (21st CCLC) program grants received from the California Department of Education (CDE) at school sites within the YPI Charter Schools (YPICS) network. The goal of Think Together programs is to provide the highest quality before- and after-school programming to students within YPICS to improve student outcomes.

SCOPE OF SERVICES

It is agreed that Think Together will serve as the fiscal and administrative agent, as well as the program provider for 21st CCLC programs previously operated by the Youth Policy Institute, as described in Attachment A. Think Together will be responsible for all grant deliverables and comply with all grant requirements established by the CDE. Think Together will provide before-school, after-school, and summer learning programs, as applicable to each school's 21st CCLC grant award. Think Together will hire, train, and supervise all staff members placed at school sites to operate these programs and will purchase all materials and supplies necessary to deliver the services. Think Together will ensure that all staff members meet the minimum qualifications set by Education Code, including §45125.1 with respect to fingerprinting employees for criminal background check, and requiring a negative test result for tuberculosis. Think Together will collaborate with YPICS to develop an evaluation plan, seek input from school administrators regarding program performance, and maintain ongoing communication regarding student needs and overall alignment with goals related to school climate and academic performance. Think Together will foster parent communication and involvement through parent orientations, providing families with a parent handbook outlining program policies and procedures in English and Spanish.

PARTNERSHIP STATUS

In accordance with Education Code §8484.8.(d), YPICS was eligible to receive a 21st CCLC award was contingent upon jointly submitting an application with a community-based organization. YPICS has selected Think Together to serve as its co-applicant and both parties will maintain this partnership for the duration of the Term of each grant, as described in Attachment A, except as provided in the Termination section below.

SCHOOL PARTNER RESPONSIBILITIES

YPICS will provide Think Together with access to and use of the schools' facilities as necessary to meet the terms of this MOU. To the extent possible, the YPICS shall provide one classroom for every twenty students enrolled in the program for use before- and/or after-school. YPICS shall provide daily nutritious snacks for all program participants, and a school breakfast for all students participating in before-school programming, through its National School Lunch Program grant. YPICS agrees to share with Think Together any student data reasonably necessary for the performance of Think Together's duties under this MOU.

TERM

This Memorandum of Understanding shall become effective immediately when signed by both parties and remain in effect for the duration of the Term of each grant as described in Attachment A.

TERMINATION

Unless otherwise terminated as provided below, this MOU 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 YPICS makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, YPICS must provide Think Together with a written request to cure the default. If YPICS reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then YPICS shall have the right to immediately terminate this MOU upon written notification to Think Together and the CDE.

If at any time during the performance of this MOU Think Together determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, YPICS shall have the right to terminate the performance of services hereunder by giving sixty (60) days written notification to YPICS and CDE of its intention to terminate.

INDEMNIFICATION

Think Together shall indemnify, pay for the defense of, and hold harmless YPICS 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 YPICS of and from any such payment or liability arising out of or in any manner connected with Think Together's performance under this MOU.

YPICS 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 YPICS's negligent or willful acts and/or omissions in relation to this MOU.

INSURANCE

During the entire Term of this MOU, 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 MOU. All insurance policies shall state the name of the insurance carrier and name YPICS 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. Liability insurance for sexual abuse and molestation shall be for a minimum of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) aggregate.

- Workers' compensation and employers' liability insurance for all Think Together employees and agents as required by law.

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 YPICS prior to the commencement of services under this MOU. Think Together agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first notifying YPICS. Should any such policy of insurance be canceled or changed, Think Together agrees to immediately provide YPICS true and correct copies of all new or revised certificates of insurance.

SUBCONTRACT AND ASSIGNMENT

Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW

This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT

This MOU may be amended only by written instrument signed by duly authorized representatives of YPICS and Think Together.

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 St, Suite 200B
Santa Ana, CA 92705

To: YPI Charter Schools
10660 White Oak Avenue, Ste. B101
Granada Hills, CA 91344

SEVERABILITY

The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, Think Together, Inc. and YPI Charter Schools have executed this Memorandum of Understanding as of the dates indicated below.

Yvette King Berg
YPI Charter Schools

Randy Barth
Randy Barth
CEO & Founder
Think Together, Inc

11-7-19
Date

12.01.19
Date

Attachment A

Think Together shall operate 21st CCLC programs at the following YPICS schools:

- **Monsenor Oscar Romero Charter School** (CDS Code 19-64733-0114959) located at 1157 South Berendo Street, Los Angeles, CA 90006
- **Bert Corona Charter School** (CDS Code 19-64733-0106872) located at 9400 Remick Avenue, Pacoima, CA 91331
- **Bert Corona Charter High School** (CDS Code 19-64733-0132126) located at 12513 Gain Street, Pacoima, CA 91331

21st CCLC Grant #1 Term: MOU Execution Date to June 30, 2022.

21st CCLC Grant Component Annual Funding:

School	After-School Base Funding	After-School Supplemental Funding	Before-School Base Funding	Before-School Supplemental Funding	Total Annual Funding*
MORCS	\$36,021	\$0	\$0	\$0	\$36,021

*funding will be pro-rated for the Fiscal Year Ending 2020.

21st CCLC Grant #2 Term: MOU Execution Date to June 30, 2023.

21st CCLC Grant Component Annual Funding:

School	After-School Base Funding	After-School Supplemental Funding	Before-School Base Funding	Before-School Supplemental Funding	Total Annual Funding*
Bert Corona	\$50,000	\$90,000	\$49,000	\$14,700	\$203,700

*funding will be pro-rated for the Fiscal Year Ending 2020.

21st CCLC Equitable Access Funding:

School	Annual Funding*
Bert Corona	\$25,000

*funding will be pro-rated for the Fiscal Year Ending 2020.

21st CCLC ASSETs Grant #3 Term: MOU Execution Date to June 30, 2024.

21st CCLC ASSETs Grant Component Annual Funding:

School	After-School Base Funding
Bert Corona High	\$50,000

*funding will be pro-rated for the Fiscal Year Ending 2020.