



**21st Century High School After School Safety and Enrichment for Teens  
Addendum to Youth Policy Institute Grant Application  
Grant effective 10/25/19**

**Cover Page**

Fiscal Agent/Grantee	Think Together
Grant Identification Number	19-14535-AA034-2Y
County-District Code/Federal Employer Identification Number	33-0781751
County Name	Los Angeles
Agency Type	Non-LEA
Authorized Agent Name	Randy Barth
Authorized Agent Professional Title	Chief Executive Officer
Authorized Agent Address	2101-B East 4th Street, Suite 200
Authorized Agent City, State, Zip Code	Santa Ana, CA 92705
Authorized Agent Telephone Number	714-543-3807
Authorized Agent Email Address	rbarth@thinktogether.org
Co-Applicant Agency Name	Bert Corona Charter High
Co-Applicant Name	Yvette King-Berg
Co-Applicant Professional Title	Executive Director
Co-Applicant Address	10660 White Oak Avenue
Co-Applicant City, State, Zip Code	Granada Hills, CA 91344
Co-Applicant Telephone Number	818-834-5805
Co-Applicant Email Address	ykingberg@ypics.org
75 % of Total Grant Amount	\$37,500.00
75% of Total Equitable Access Grant Amount	\$00.00

I hereby certify that I have read, acknowledge, and agree to the terms as stated on the Certified Assurances, as well as on all forms contained herein not requiring individual signature. I also certify (if applicable) that I will share equal decision-making and grant compliance with the signing co-applicant(s), including all assurances and fiscal reporting requirements.

**Original "wet" signatures must be made using blue ink.**


Authorized Agent Signature: 	Date: 2.03.20
Co-Application Signature: 	Date: 1/23/2020

**21st Century High School After School Safety and Enrichment for Teens  
Addendum to Youth Policy Institute Grant Application  
Grant effective 10/25/19**

**Signature and Approvals**

**School Principal or Executive Director Approval**

The school principal or executive director of a direct-funded charter school of each school to be served by the proposed program must approve this program application. **Original "wet" signatures must be made using blue ink.**

County-District-School Code	School Name	Name of School Principal or Executive Director	Signature of School Principal or Executive Director
19647330132126	Bert Corona Charter High	Larry Simonsen	
19647330106435	Camino Nuevo Charter High		
19647330115253	Discovery Charter Preparatory #2		
19101990115212	Magnolia Science Academy 2		
19101990115030	Magnolia Science Academy 3		
19647330117622	Magnolia Science Academy 4		
19647330122606	PUC Lakeview Charter High		
19647330133272	PUC Triumph Charter Academy and PUC Triumph Charter High		

**\*\*Direct funded charter schools applying for grant funding are not required to obtain the superintendent's signature for approval.**

## 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens

### California Education Code Certified Assurances

#### Page 1

The California *Education Code* (EC) Certified Assurances listed below are the state legislatively required elements for the 21<sup>st</sup> Century grant. By signing the EC Certified Assurances, the Authorized Signature or Designee and all Co-applicants (if applicable) are certifying their acknowledgement, understanding, and agreement with **each** Certified Assurance listed below. Grantees should retain a copy of the Certified Assurances for their records.

Note: Grantees are no longer required to submit General Assurances to the California Department of Education (CDE) and instead, are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances from the CDE Funding Forms web page at <https://www.cde.ca.gov/fq/fo/fm/ff.asp>.

The Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The high school after school programs shall serve pupils in grades 9 to 12, inclusive (EC Section 8421[a]).
2. A high school after school program shall consist of the following two elements:
  - a. An academic assistance element that shall include, but need not be limited to, at least one of the following: preparation for the high school exit examination, tutoring, career exploration, homework assistance, or college preparation, including information about the Cal Grant Program established pursuant to Chapter 1.7 (commencing with Section 69430) of Part 42 of Division 5 of Title 3. The assistance shall be coordinated with the regular academic programs of the pupils (EC Section 8421[b][1][A]).

For purposes of this article, "career exploration" means activities that help pupils develop the knowledge and skills that are relevant to their career interests and reinforce academic content (EC Section 8421[b][1][B]).
  - b. An enrichment element that *may* include, but need not be limited to, community service, career and technical education, job readiness, opportunities for mentoring and tutoring younger pupils, service learning, arts, computer and technology training, physical fitness, and recreation activities (EC Section 8421[b][2]).
3. The program shall operate for a minimum of 15 hours per week (EC Section 8421[c]).

## 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens

### California Education Code Certified Assurances

#### Page 2

4. A program operating offsite shall provide:
  - a. Safe transportation (if necessary) (*EC* Section 8421[e][1]), and
  - b. Availability and accessibility as similar programs conducted on school sites (*EC* Section 8421[e][2]).
5. The program certifies that all of the following requirements will be fulfilled, if applicable:
  - a. The application includes a description of the activities that will be available for pupils and lists the program hours (*EC* Section 8421[f][1]).
  - b. The application includes an estimate of the following:
    - i. The number of pupils expected to attend the program on a regular basis (*EC* Section 8421[f][2][A]).
    - ii. The average hours of attendance per pupil (*EC* Section 8421[f][2][B]).
    - iii. The percentage of pupils expected to attend the program less than three days a week, three days a week, and more than three days a week, for each quarter or semester during the grant period (*EC* Section 8421[f][2][C]).
  - c. The application documents the commitments of each partner to operate a program at a location or locations that are safe and accessible to participating pupils (*EC* Section 8421[f][3]).
  - d. The application certifies that pupils were involved in the design of the program and describes the extent of that involvement (*EC* Section 8421[f][4]).
  - e. The application identifies federal, state, and local programs that will be combined or coordinated with the high school after school program for the most effective use of public resources, and describes a plan for implementing the high school after school program beyond federal grant funding (*EC* Section 8421[f][5]).

## 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens

### California Education Code Certified Assurances

#### Page 3

- f. The application has been approved by the school district, or the charter school governing body, and the principal of each participating school for each schoolsite or other site (*EC* Section 8421[f][6]).
- g. The application includes a certification that the applicant has complied with the requirement in subdivision (b) of Section 8422 (*EC* Section 8421[f][7]).
- h. The application includes a certification that each applicant or partner in the application agrees to do all of the following:
  - i. Assume responsibility for the quality of the program (*EC* Section 8421[f][8][A]).
  - ii. Follow all fiscal reporting and auditing standards required by the department (*EC* Section 8421[f][8][B]).
  - iii. Provide the following information on participating pupils to the department:
    - 1. Schoolday attendance rates (*EC* Section 8421[f][8][C][i]).
    - 2. Program attendance (*EC* Section 8421[f][8][C][ii]).
  - iv. Acknowledge that program evaluations will be based upon the criteria in Section 8427 (*EC* Section 8421[f][8][D]).

Certify that the applicant has complied with all federal requirements in preparing and submitting the application (*EC* Section 8421[f][9]).

- 6. The program certifies all of the following:
  - a. Completion of an assessment of pupils' preferences for program activities (*EC* Section 8423[c][1]).
  - b. Access to, and availability of, computers and technology (*EC* Section 8423[c][2]).
  - c. Inclusion of a nutritional snack, meal, or both, and a physical activity element (*EC* Section 8423[c][3]). The physical activity element is applicable only if selected as an enrichment activity as part of *EC* Section 8421[b][2].

**21<sup>st</sup> Century High School After School Safety and Enrichment for Teens**

**California Education Code Certified Assurances**

**Page 4**

7. The designated public agency representative for the applicant(s) certifies that an annual fiscal audit will be conducted and that adequate, accurate records will be kept. In addition, each applicant certifies that funds received under this subdivision are expended only for those services and supports for which they are granted. The CDE shall require grant recipients to submit annual budget reports, and the department may withhold funds in subsequent years if after school grant funds are expended for purposes other than as awarded (*EC Section 8484.8[b][3]*).
8. Grant recipients shall submit quarterly expenditure reports, and the CDE may withhold funds in subsequent years if access or literacy grant funds are expended for purposes other than as granted (*EC Section 8484.8[b][4]*).
9. Competitive priority shall be given to applications that propose to serve pupils in schools designated as being in need of improvement under Section 6311(d) of Title 20 of the United States Code, and that are jointly submitted by school districts and community-based organizations (*EC Section 8484.8[d]*).
10. A grantee shall identify the federal, state, and local programs that will be combined or coordinated with the proposed program for the most effective use of public resources, and shall prepare a plan for continuing the program beyond federal grant funding (*EC Section 8484.8[e][5]*).
11. A grantee shall submit semiannual attendance data and results to facilitate evaluation and compliance in accordance with provisions established by the department (*EC Section 8484.8[e][6]*).
12. If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the department pursuant to Section 52164 in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC Section 48985[a]*).

I acknowledge understanding of and agreement with California Education Code Certified Assurances 1–12.

  
\_\_\_\_\_  
Authorized Signature

1.10.20  
\_\_\_\_\_  
Date



## 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens

### California Education Code Certified Assurances Page 1

The California *Education Code* (EC) Certified Assurances listed below are the state legislatively required elements for the 21<sup>st</sup> Century grant. By signing the EC Certified Assurances, the Authorized Signature or Designee and all Co-applicants (if applicable) are certifying their acknowledgement, understanding, and agreement with **each** Certified Assurance listed below. Grantees should retain a copy of the Certified Assurances for their records.

Note: Grantees are no longer required to submit General Assurances to the California Department of Education (CDE) and instead, are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances from the CDE Funding Forms web page at <https://www.cde.ca.gov/fq/fo/fm/ff.asp>.

The Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The high school after school programs shall serve pupils in grades 9 to 12, inclusive (EC Section 8421[a]).
2. A high school after school program shall consist of the following two elements:
  - a. An academic assistance element that shall include, but need not be limited to, at least one of the following: preparation for the high school exit examination, tutoring, career exploration, homework assistance, or college preparation, including information about the Cal Grant Program established pursuant to Chapter 1.7 (commencing with Section 69430) of Part 42 of Division 5 of Title 3. The assistance shall be coordinated with the regular academic programs of the pupils (EC Section 8421[b][1][A]).  
  
For purposes of this article, "career exploration" means activities that help pupils develop the knowledge and skills that are relevant to their career interests and reinforce academic content (EC Section 8421[b][1][B]).
  - b. An enrichment element that *may* include, but need not be limited to, community service, career and technical education, job readiness, opportunities for mentoring and tutoring younger pupils, service learning, arts, computer and technology training, physical fitness, and recreation activities (EC Section 8421[b][2]).
3. The program shall operate for a minimum of 15 hours per week (EC Section 8421[c]).

**21<sup>st</sup> Century High School After School Safety and Enrichment for Teens**

**California Education Code Certified Assurances**

**Page 2**

4. A program operating offsite shall provide:
  - a. Safe transportation (if necessary) (*EC* Section 8421[e][1]), and
  - b. Availability and accessibility as similar programs conducted on school sites (*EC* Section 8421[e][2]).
  
5. The program certifies that all of the following requirements will be fulfilled, if applicable:
  - a. The application includes a description of the activities that will be available for pupils and lists the program hours (*EC* Section 8421[f][1]).
  - b. The application includes an estimate of the following:
    - i. The number of pupils expected to attend the program on a regular basis (*EC* Section 8421[f][2][A]).
    - ii. The average hours of attendance per pupil (*EC* Section 8421[f][2][B]).
    - iii. The percentage of pupils expected to attend the program less than three days a week, three days a week, and more than three days a week, for each quarter or semester during the grant period (*EC* Section 8421[f][2][C]).
  - c. The application documents the commitments of each partner to operate a program at a location or locations that are safe and accessible to participating pupils (*EC* Section 8421[f][3]).
  - d. The application certifies that pupils were involved in the design of the program and describes the extent of that involvement (*EC* Section 8421[f][4]).
  - e. The application identifies federal, state, and local programs that will be combined or coordinated with the high school after school program for the most effective use of public resources, and describes a plan for implementing the high school after school program beyond federal grant funding (*EC* Section 8421[f][5]).



**21<sup>st</sup> Century High School After School Safety and Enrichment for Teens**

**California Education Code Certified Assurances**

**Page 3**

- f. The application has been approved by the school district, or the charter school governing body, and the principal of each participating school for each schoolsite or other site (*EC Section 8421[f][6]*).
- g. The application includes a certification that the applicant has complied with the requirement in subdivision (b) of Section 8422 (*EC Section 8421[f][7]*).
- h. The application includes a certification that each applicant or partner in the application agrees to do all of the following:
  - i. Assume responsibility for the quality of the program (*EC Section 8421[f][8][A]*).
  - ii. Follow all fiscal reporting and auditing standards required by the department (*EC Section 8421[f][8][B]*).
  - iii. Provide the following information on participating pupils to the department:
    - 1. Schoolday attendance rates (*EC Section 8421[f][8][C][i]*).
    - 2. Program attendance (*EC Section 8421[f][8][C][ii]*).
  - iv. Acknowledge that program evaluations will be based upon the criteria in Section 8427 (*EC Section 8421[f][8][D]*).

Certify that the applicant has complied with all federal requirements in preparing and submitting the application (*EC Section 8421[f][9]*).

- 6. The program certifies all of the following:
  - a. Completion of an assessment of pupils' preferences for program activities (*EC Section 8423[c][1]*).
  - b. Access to, and availability of, computers and technology (*EC Section 8423[c][2]*).
  - c. Inclusion of a nutritional snack, meal, or both, and a physical activity element (*EC Section 8423[c][3]*). The physical activity element is applicable only if selected as an enrichment activity as part of *EC Section 8421[b][2]*.


**21<sup>st</sup> Century High School After School Safety and Enrichment for Teens**

**California Education Code Certified Assurances**

**Page 4**

7. The designated public agency representative for the applicant(s) certifies that an annual fiscal audit will be conducted and that adequate, accurate records will be kept. In addition, each applicant certifies that funds received under this subdivision are expended only for those services and supports for which they are granted. The CDE shall require grant recipients to submit annual budget reports, and the department may withhold funds in subsequent years if after school grant funds are expended for purposes other than as awarded (*EC Section 8484.8[b][3]*).
8. Grant recipients shall submit quarterly expenditure reports, and the CDE may withhold funds in subsequent years if access or literacy grant funds are expended for purposes other than as granted (*EC Section 8484.8[b][4]*).
9. Competitive priority shall be given to applications that propose to serve pupils in schools designated as being in need of improvement under Section 6311(d) of Title 20 of the United States Code, and that are jointly submitted by school districts and community-based organizations (*EC Section 8484.8[d]*).
10. A grantee shall identify the federal, state, and local programs that will be combined or coordinated with the proposed program for the most effective use of public resources, and shall prepare a plan for continuing the program beyond federal grant funding (*EC Section 8484.8[e][5]*).
11. A grantee shall submit semiannual attendance data and results to facilitate evaluation and compliance in accordance with provisions established by the department (*EC Section 8484.8[e][6]*).
12. If 15 percent or more of the pupils enrolled in a public school that provides instruction in kindergarten or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to the department pursuant to Section 52164 in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such pupil by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC Section 48985[a]*).

I acknowledge understanding of and agreement with California Education Code Certified Assurances 1–12.

  
\_\_\_\_\_  
Authorized Signature

1-23-2020  
Date

## 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens

### Every Student Succeeds Act Certified Assurances

#### Page 1

The Every Student Succeeds Act (ESSA) Certified Assurances listed below are the federal legislatively required elements for the 21<sup>st</sup> Century grant. By signing the ESSA Certified Assurances, the Authorized Signature or Designee and all Co-applicants (if applicable) are certifying their acknowledgement, understanding, and agreement with **each** Certified Assurance listed below. Grantees should retain a copy of the Certified Assurances for their records.

Note: Grantees are no longer required to submit General Assurances to the California Department of Education (CDE) and instead, are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances from the CDE Funding Forms web page at <https://www.cde.ca.gov/fg/fo/fm/ff.asp>.

The Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The program will align the activities provided by the program with the challenging State academic standards (20 United States Code [U.S.C.] Section 7172[c][3][E]).
2. The program will take place in a safe and easily accessible facility (20 U.S.C. Section 7174[b][2][A][i]).
3. The program will coordinate federal, state, and local programs and make the most effective use of public resources (20 U.S.C. Section 7174[b][2][C]).
4. The proposed program will be carried out in active collaboration with the schools that participating students attend (including through the sharing of relevant data among the schools) (20 U.S.C. Section 7174[b][2][D][i]).
5. The program will target students who primarily attend schools eligible for schoolwide programs under Section 6314 of this title and the families of such students (20 U.S.C. Section 7174[b][2][F]).
6. Sub-grant funds under this part will be used to increase the level of state, local, and other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local, or non-federal funds (20 U.S.C. Section 7174[b][2][G]).
7. The community will be given notice of an intent to submit an application and that the application and any waiver request will be available for public review after submission of the application (20 U.S.C. Section 7174[b][2][L]).

**21<sup>st</sup> Century High School After School Safety and Enrichment for Teens**

**Every Student Succeeds Act Certified Assurances**

**Page 2**

8. The program will provide such other information and assurances as the State educational agency may reasonably require (20 U.S.C. 7174[b][2][N]).
9. The program will maintain in the program's records, and provide to the CDE, a written affirmation signed by officials of each participating private school that the meaningful consultation required under 20 U.S.C. Section 7881(c)(5) has occurred. The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to eligible private school children. If such officials do not provide such affirmation within a reasonable period of time, the program will forward the documentation that such consultation has, or attempts at such consultation have, taken place to the CDE (20 U.S.C. Section 7881[c][5]).

I acknowledge understanding of and agreement with Every Student Succeeds Act Certified Assurances 1-9.



\_\_\_\_\_  
Authorized Signature

1.10.20

\_\_\_\_\_  
Date

## 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens

### Every Student Succeeds Act Certified Assurances Page 1

The Every Student Succeeds Act (ESSA) Certified Assurances listed below are the federal legislatively required elements for the 21<sup>st</sup> Century grant. By signing the ESSA Certified Assurances, the Authorized Signature or Designee and all Co-applicants (if applicable) are certifying their acknowledgement, understanding, and agreement with **each** Certified Assurance listed below. Grantees should retain a copy of the Certified Assurances for their records.

Note: Grantees are no longer required to submit General Assurances to the California Department of Education (CDE) and instead, are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the General Assurances from the CDE Funding Forms web page at <https://www.cde.ca.gov/fg/fo/fm/ff.asp>.

The Authorized Signature or Designee and all co-applicants (if applicable) hereby agree to, and certify the following:

1. The program will align the activities provided by the program with the challenging State academic standards (20 United States Code [U.S.C.] Section 7172[c][3][E]).
2. The program will take place in a safe and easily accessible facility (20 U.S.C. Section 7174[b][2][A][i]).
3. The program will coordinate federal, state, and local programs and make the most effective use of public resources (20 U.S.C. Section 7174[b][2][C]).
4. The proposed program will be carried out in active collaboration with the schools that participating students attend (including through the sharing of relevant data among the schools) (20 U.S.C. Section 7174[b][2][D][i]).
5. The program will target students who primarily attend schools eligible for schoolwide programs under Section 6314 of this title and the families of such students (20 U.S.C. Section 7174[b][2][F]).
6. Sub-grant funds under this part will be used to increase the level of state, local, and other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local, or non-federal funds (20 U.S.C. Section 7174[b][2][G]).
7. The community will be given notice of an intent to submit an application and that the application and any waiver request will be available for public review after submission of the application (20 U.S.C. Section 7174[b][2][L]).

**21<sup>st</sup> Century High School After School Safety and Enrichment for Teens**

**Every Student Succeeds Act Certified Assurances**

**Page 2**

8. The program will provide such other information and assurances as the State educational agency may reasonably require (20 U.S.C. 7174[b][2][N]).
9. The program will maintain in the program's records, and provide to the CDE, a written affirmation signed by officials of each participating private school that the meaningful consultation required under 20 U.S.C. Section 7881(c)(5) has occurred. The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to eligible private school children. If such officials do not provide such affirmation within a reasonable period of time, the program will forward the documentation that such consultation has, or attempts at such consultation have, taken place to the CDE (20 U.S.C. Section 7881[c][5]).

I acknowledge understanding of and agreement with Every Student Succeeds Act Certified Assurances 1–9.

  
Authorized Signature

1/23/2020  
Date

**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 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> 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.

*Jwette 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 21<sup>st</sup> 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

**21<sup>st</sup> CCLC Grant #1 Term: MOU Execution Date to June 30, 2022.**

21<sup>st</sup> 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.

**21<sup>st</sup> CCLC Grant #2 Term: MOU Execution Date to June 30, 2023.**

21<sup>st</sup> 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.

21<sup>st</sup> CCLC Equitable Access Funding:

School	Annual Funding*
Bert Corona	\$25,000

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

**21<sup>st</sup> CCLC ASSETs Grant #3 Term: MOU Execution Date to June 30, 2024.**

21<sup>st</sup> 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.