

GRANT PROGRAM SERVICES AGREEMENT BETWEEN AZUSA UNIFIED SCHOOL DISTRICT AND THINK TOGETHER, INC.

I. PARTIES AND EFFECTIVE DATE

This Agreement ("Agreement") is made on June 12, 2024 (the "Effective Date"), between Azusa Unified School District (the "District"), and Think Together, Inc., a California non-profit corporation ("CONTRACTOR"), for the purpose of providing 21st Century Community Learning Centers ("21st CCLC") Grant Program Services.

II. LOCATIONS AND TERM

The District is contracting with CONTRACTOR for provision of comprehensive After School and Summer Programming, as defined herein, at Charles H. Lee, Clifford D. Murray, and Valleydale Elementary Schools (collectively, the "School Sites") for the 21st CCLC programs. The term of this contract is July 1, 2024 to June 30, 2029 (the "Term"), coterminous with and subject to the District's receipt of 21st CCLC grant award, and is subject to all provisions of the primary 21st CCLC 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 21st CCLC Grant, then this Agreement governs the understanding between the District and CONTRACTOR.

III. AGREEMENT

A. Fiscal Agent

The District shall act as the lead fiscal and administrative agent with the CDE for operating a 21st CCLC program.

B. Partnership Status

In accordance with Education Code Section 8484.8.(d), the District's eligibility to receive a 21st CCLC was contingent upon submitting an application jointly with a community-based organization. The district selected CONTRACTOR as its co-applicant and both parties will maintain this partnership for the duration of the Term, except as provided in Section XII herein.

C. Program Operations

Consistent with 21st CCLC Grant provisions, the District contracts with CONTRACTOR and CONTRACTOR will operate after school programs at the School Sites. CONTRACTOR will supply the staff, materials, management and

supervision, and volunteer recruitment for the School Sites (the "After School and Summer Programming"). In addition, CONTRACTOR will work collaboratively with the District on governance, operational management, and evaluation. CONTRACTOR agrees to provide a high quality program consistent with the guidelines established by the CDE, the District, and CONTRACTOR for this grant.

CONTRACTOR will have the following responsibilities in support of the 21st CCLC programs:

1. Coordinate the academic assistance, homework support, and enrichment portions of the 21st CCLC program at each of the School Sites.
2. Hire, train, and supervise site staff, including the site program managers and program leaders.
3. Seek regular input from principals regarding performance evaluations, including recommendations for retaining and terminating a site program manager 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 District'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 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 CONTRACTOR as its intellectual property.
8. Participate in all cross training for site program managers 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 21st CCLC activities with school staff to assure program supports current academic goals of teachers and administrators.
12. Provide academic assistance and other activities specifically supporting (but not duplicating) daytime curriculum and academic goals.

13. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters.
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 CONTRACTOR 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 regularly 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.
20. CONTRACTOR ensures that all staff members who directly supervise students meet the minimum qualifications for an instructional aide according to the policies of the LEA.
21. CONTRACTOR provides opportunities for physical activity.
22. CONTRACTOR provides an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.
23. CONTRACTOR provides an educational enrichment element that may include, but is not limited to fine arts, career technical education, recreation, physical fitness, and prevention activities.
24. CONTRACTOR provides Academic enrichment including tutoring, particularly for students who attend low performing schools, to meet the challenging state academic standards. CONTRACTOR offers a broad array of additional services, programs, and activities: such as youth development activities, service learning, nutrition and health education, drug and violence prevention programs, and counseling programs. Also includes: arts, music, physical fitness and wellness programs, technology education programs, mathematics, science, career and technical programs, internships or apprenticeship programs, and other ties to an in-demand industry sector or occupation for high school students that are designed to reinforce or complement the regular academic program of participating students.

25. CONTRACTOR shall ensure that all employees produce a negative tuberculosis test every two years in accordance with California Education Code [(§49406 and §87408.6)].
26. CONTRACTOR is responsible for complying with all applicable federal and state requirements related to fiscal records, in accordance with the 2CFR200.334 Retention Requirements for Records, and with the California Education Code.
27. CONTRACTOR is responsible for complying with all applicable federal and state requirements in accordance with the 2CFR200 related to time and effort.
28. CONTRACTOR will make available to the CDE all invoices submitted to the Grantee upon request.

IV. COMPENSATION

This is a “fee for service” Agreement. CONTRACTOR’s Fee shall be equal to 95% of the District’s 21st CCLC grant award, according to Schedule A, attached hereto. Timing and amounts of payments will be made according to Schedule A, attached hereto. If the amount of the grant award is adjusted by the CDE, a pro rata adjustment to CONTRACTOR’s fee will be made. 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 CONTRACTOR.

V. EVALUATION AND REPORTING

CONTRACTOR 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 CONTRACTOR.

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

CONTRACTOR will:

- Provide monthly attendance and snack reports to the LEA five working days in advance of the deadline.
- Provide quarterly expenditure reports to the LEA five working days in advance of the deadline.
- Provide the Annual Performance Report to the LEA ten working days prior to the deadline.

VI. FACILITY USAGE AND SNACK PROVISION

The District will provide CONTRACTOR 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 program manager. Additionally, District agrees to provide the required daily snack as required under the 21st CCLC grant.

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 District 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 District's employees and shall not be considered in any manner to be the District's employees.

VIII. MUTUAL INDEMNIFICATION

CONTRACTOR 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 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 District of and from any such payment or liability arising out of or in any manner connected with CONTRACTOR's performance under this Agreement.

The District 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 District'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:

- Commercial General Liability, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$3,000,000 general aggregate and \$3,000,000 Sexual Abuse or Molestation (SAM) liability coverage.
- Automobile Liability with limits no less than \$1,000,000 per accident for bodily injury and property damage
- Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Professional Liability (Errors and Omissions) insurance with limit no less than \$2,000,000 per occurrence, \$2,000,000 aggregate.
- Cyber/Network Risk Liability coverage with limit no less than \$2,000,000 per occurrence, \$2,000,000 aggregate.

CONTRACTOR maintains an Umbrella/Excess Liability policy of ten million dollars (\$10,000,000) over General Liability, Abuse/Molestation, and Professional Liability.

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 LEA 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 LEA'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 LEA 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 District.

XI. DATA SHARING

The District 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 either party makes a good faith, reasonable determination that its partner is in default of its obligations under this Agreement, that party may provide the other with a written request to cure the default. If that party reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then that party shall have the right to immediately terminate this Agreement upon written notification to the other party.

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 District to CONTRACTOR, 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 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 District 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 District 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 District acknowledges that these legitimate interests of CONTRACTOR would be impaired if the District 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 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 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 District may unilaterally amend the Agreement to accomplish the changes listed below:

- Changes as required by law; and
- Changes required by CDE 21st CCLC 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: Azusa Unified School District
546 South Citrus Avenue
Azusa, CA 91702

To facilitate crisis management, District will provide to CONTRACTOR 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.

Azusa Unified School District (the "District")

By: _____
Signature

Norma Carvajal Camacho
Printed Name

Assistant Superintendent, Ed. Services
Title


546 South Citrus Avenue
Address

Azusa, CA 91702
City State Zip

(626) 858-6182
Telephone Number

June 12, 2024
Date

Think Together, Inc.

By: 
By: [Randy Barth \(May 24, 2024 12:53 PDT\)](#)
Signature

Randy Barth
Printed Name

Founder & CEO
Title

2101 E. Fourth St., Ste. 200B
Address

Santa Ana, CA 92705
City State Zip

714-543-3807
Telephone Number

05/24/2024
Date

Schedule A
Azusa USD Payment Schedule

Annual Payment Schedule (FY2024-25 through FY2028-29)

Grant Award and Fee Schedule

School	Component	Annual Amount	THINK Fee (95%)
Lee	Base	\$73,296.00	\$69,631.20
Lee	Supplemental	\$67,772.44	\$64,383.82
Murray	Base	\$73,296.00	\$69,631.20
Murray	Supplemental	\$67,772.44	\$64,383.82
Valleydale	Base	\$73,296.00	\$69,631.20
Valleydale	Supplemental	\$26,196.89	\$24,887.05
	Total	\$381,629.77	\$362,548.29

Invoice Schedule

Fee is payable in five installments, due upon receipt of funding from the CDE.

First installment (25%) - \$90,637.07

Second installment (25%) - \$90,637.07

Third installment (25%) - \$90,637.07

Fourth installment (15%) - \$54,382.25

Fifth installment (10%) - \$36,254.83

Deliverables

- **Base Services** – Add 40 students to After School Education and Safety (ASES) program at Lee, Murray, and Valleydale Elementary Schools.
- **Supplemental Services** – Provide summer learning programs at Lee, Murray, and Valleydale Elementary Schools, offering up to 120 students per school 20 days of summer learning services for 6 hours per day.