

**FIRST AMENDMENT TO AGREEMENT  
FOR THINK TOGETHER, INC. CONTRACT**

The First Amendment to Agreement is by and between the **Community Services District of the City of Moreno Valley**, hereinafter referred to as “CSD,” and **Think Together, Inc.** hereinafter referred to as “Contractor.” This First Amendment to Agreement is made and entered into effective on the date the CSD signs this Amendment.

RECITALS:

Whereas, the CSD and Contractor entered into an Agreement for ASES Expanded Learning Program Services,” hereinafter referred to as “Agreement,” dated July 8, 2019.

Whereas, the Contractor is providing ASES Expanded Learning Program Services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Contractor as is more particularly described in Section 1 of this First Amendment.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is not extended by this Amendment, unless the termination date is further extended by an Amendment to the Agreement.

1.2 Exhibit “A” to the Agreement is hereby amended by adding to the scope of work section described in “Exhibit A – First Amendment,” entitled “SCOPE OF SERVICES”, paragraph 21, item e.

1.3 Exhibit “C” to the Agreement is hereby amended as described in “Exhibit C – First Amendment,” entitled “TERMS OF PAYMENT”, paragraphs 1 and 2, and renumbered.

## FIRST AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

1.4 Schedule "A" to the Agreement is hereby amended as described in "Schedule A – First Amendment", entitled "PAYMENT SCHEDULE", to reflect the updated compensation for FY 2019/20.

### SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

FIRST AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

Community Services District  
of the City of Moreno Valley

Think Together, Inc.

By: \_\_\_\_\_  
Thomas M. DeSantis,  
Executive Director

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

|                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>INTERNAL USE ONLY</u></b></p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>City Attorney</p> <p>_____</p> <p>Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p>Department Head</p> <p>_____</p> <p>Date</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Exhibit A – First Amendment – Scope of Services  
Exhibit C – First Amendment – Terms of Payment  
Schedule A – First Amendment – Payment Schedule

**EXHIBIT A – FIRST AMENDMENT**

**SCOPE OF SERVICES**

1. The Agreement between the Moreno Valley Community Services District (CSD) and the Contractor shall be for management and operation of the ASES Expanded Learning Program core funding grant awarded to the City by the California Department of Education (CDE), whereupon the Contractor shall:
2. Provide After School Expanded Learning program services to 27 fully funded on-site elementary (approximately 84 students per site) and middle schools (approximately 112 students per site) in Moreno Valley Unified School District.
3. Provide After School Expanded Learning program services to 16 fully funded on-site elementary (approximately 84 students per site) and middle schools (approximately 112 students per site) in the Val Verde Unified School District.
4. Support the CSD and its collaborating partners by effectively executing all stated requirements to meet each of the ASES Program CA (EC) Certified Assurances.
5. Provide academic assistance, homework support, educational enrichment and recreational programs pursuant to ASES program requirements, ensuring a high-quality program consistent with the guidelines established by the CDE, the CSD and the Contractor.
6. Provide program services for each school year of the grant period beginning immediately upon school release, until at least 6 pm, for a minimum of 3 hours per day, and 15 hours per week, or as per ASES grant requirements.
7. Provide all staffing, recruitment, management, supervision, training, and recruitment for program operation, and other tasks necessary to manage its employees, including cross-training for Site Coordinators and other site staff.
8. Recruit, train, and supervise volunteers to enhance the adult to student ratios in the program.
9. Work collaboratively with the CSD on governance, operational management and evaluation.
  - a. Provide a comprehensive annual program evaluation plan to the CSD. As required, attend and participate in collaborative evaluation 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 the Contractor in accordance with CDE guidelines and submitted to the CSD a minimum of ten (10) calendar days prior to CDE due dates.
  - b. Attend and participate in regularly scheduled governance and operations meetings.
10. Supply the CSD with any and all reporting information required via written notification to the CSD by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines, a minimum of ten (10) calendar days prior to CDE due dates, and additional reports as follows:
  - a. Provide monthly attendance report updates to the CSD by the 20<sup>th</sup> of the month for the previous month of program;

## FIRST AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

- b. Provide quarterly expenditure reports on operations to the CSD by October 20<sup>th</sup>, January 20<sup>th</sup>, April 20<sup>th</sup>, and July 20<sup>th</sup> every year;
  - c. Provide semiannual attendance reports to the CSD by January 20<sup>th</sup>, and July 20<sup>th</sup> every year;
  - d. Provide an annual report on operations to the CSD for July 1<sup>st</sup> through June 30<sup>th</sup> of every year by the following July 20<sup>th</sup>.
  - e. Maintain and provide accurate inventory tracking and closing reports to the CSD by July 30<sup>th</sup> of every year.
  - f. Maintain and provide access to all records used in the preparation of above reports for a period of five years. Such records shall include, but are not limited to, records which fully disclose the amount and disposition of funds, the total cost of the activity for which funds are used, the share of the cost provided from other sources and other such records as will facilitate an effective audit. The Contractor shall maintain such records for five years after the completion of the activities for which the funds were used.
11. Adhere to proper management and fiscal accountability practices including utilization of an accrual method of accounting.
  12. Provide the necessary resources to support the CSD during Federal Program Monitoring of the ASES Program.
  13. Provide all materials, tools and equipment required to perform the services under the agreement. Equipment and supplies purchased by the Contractor with ASES grant funds shall be owned by the CSD.
  14. Seek regular input from school site principals regarding performance evaluations, priorities, alignment with the regular school day, and recommendations for retaining and terminating a site coordinator or other site staff.
  15. Establish and 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 opportunities for staff development and/or one-on-one meetings with teachers.
  16. Coordinate ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
  17. Provide academic assistance and other activities specifically supporting (but not duplicating) daytime curriculum and academic goals.
  18. Complete site emergency plans consistent with district protocols and provide related staff training.
  19. Foster communication with and involvement of parents through various means, including parent orientations, parent handbooks, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night per year (can be in conjunction with the school PTO).
  20. Be responsible to garner and provide cash or in-kind local funds in the amount necessary to meet the ASES Match Requirement, as determined by the award contract, in conjunction with the value of: school facility use, snacks/meals, school staff time, volunteer time, etc.

## FIRST AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

21. Use reasonable best efforts to enhance programming and support long-term financial stability by:
  - a. Independently seeking and utilizing additional resources from public and private fundraising.
  - b. Working collaboratively with the CSD and district partners to seek and secure additional funding from area businesses, community and service organizations, churches, foundations and other relevant sources.
  - c. Coordinating or assisting with community-based fundraising events.
  - d. Seeking to utilize earned income from any separate fee-based programs as a source of matching funds.
  - e. Executing requests for enhanced programming services, as requested by the CSD, contingent upon availability of additional funding from the CSD.
22. Comply with the requirements of *CA Education Code (EC)* section 45125.1 with respect to fingerprinting of employees who may have contact with the CSD program's pupils. If at any time during the term of the agreement the Contractor is notified by the U.S. Department of Justice or otherwise becomes aware that any employee performing services under the agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code section 667.5 (c) or section 1192.7(c), respectively, Contractor agrees to immediately notify the CSD and remove said employee from performing services.
23. Obtain Department of Justice and FBI Live Scan Reports for employees. Contractor shall comply with all fingerprinting, background check and testing requirements under state and federal law including but not limited to the fingerprint requirements in Education Code section 45125.1 and the testing requirements in Education Code section 49406 (tuberculosis) as to each employee/intern or other person which the Contractor proposes to provide services to CSD.
24. Comply with all federal statutes relating to nondiscrimination, including (a) Title VI of the Civil Rights Act of 1964 (45 United States Code [USC] sections 2000d through 2000d-4) prohibiting discrimination on the basis of race, color, or national origin; Title XI of the Education Amendments of 1972 (20 USC sections 1681-1683) prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (20 USC Section 794) prohibiting discrimination on the basis of handicap; and The Age Discrimination Act (42 USC Section 6101, et seq.) prohibiting discrimination on the basis of age.

**EXHIBIT C – FIRST AMENDMENT**

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$ 5,980,792.40 annually.
2. The CSD has been awarded ASES grant funds in the amount of \$6,125,792.40 per year for the grant cycle covering Fiscal Years 2019/20 through 2021/22. The City will retain a portion for administrative costs and allocate the remaining portion of the grant to the contractor for program services, in 10 equal monthly payments, as follows.
  - a. FY 19/20 City retains \$160,000, Contractor compensation \$5,965,792.40
  - b. FY 20/21 City retains \$170,000, Contractor compensation \$5,955,792.40
  - c. FY 21/22 City retains \$175,000, Contractor compensation \$5,950,792.40If grant funds remain after applying the City's administrative costs, the contractor may be allocated remaining funds for provision of enhanced programming services (per Scope of Services item 21.e).

3. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the CSD. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)

4. The Contractor will electronically submit an invoice to the CSD on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the CSD pay for more services than have been satisfactorily completed and the CSD's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Parks & Community Services Department at

<sandrab@moval.org> or calls directed to (951) 413-3726.

5. The Contractor agrees that CSD payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the CSD. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

## FIRST AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)

6. The minimum information required on all invoices is:
  - A. Contractor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Contractor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
7. The CSD shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
8. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by CSD.
9. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of CSD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

FIRST AMENDMENT TO AGREEMENT FOR ASES Expanded Learning Program Services

**Schedule A - FIRST AMENDMENT  
PAYMENT SCHEDULE**

Payments are to be made in ten monthly installments, due on the 1st of each month from September 1 through June 1, based on the compensation rate for that fiscal year. The schedule for 2019/20 is as follows:

| School Name                    | Components             | Amount Awarded         | Total Payment to THINK Together | Monthly Payment Amount (x10) |
|--------------------------------|------------------------|------------------------|---------------------------------|------------------------------|
|                                |                        |                        | (after \$160,000 carve-out)     | 10%                          |
| Armada Elementary              | ASES After School Base | \$ 133,169.40          | \$ 129,691.14                   | \$ 12,969.11                 |
| Badger Springs Middle          | ASES After School Base | 177,559.20             | 172,921.51                      | 17,292.15                    |
| Bear Valley Elementary         | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Box Springs Elementary         | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Butterfield Elementary         | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Chaparral Hills Elementary     | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Cloverdale Elementary          | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Creekside Elementary           | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Edgemont Elementary            | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Hendrick Ranch Elementary      | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Hidden Springs Elementary      | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Honey Hollow Elementary        | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| La Jolla Elementary            | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Landmark Middle                | ASES After School Base | 177,559.20             | 172,921.52                      | 17,292.15                    |
| March Middle                   | ASES After School Base | 177,559.20             | 172,921.51                      | 17,292.15                    |
| Midland Elementary             | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Moreno Valley Elementary       | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Mountain View Middle           | ASES After School Base | 177,559.20             | 172,921.51                      | 17,292.15                    |
| Palm Middle                    | ASES After School Base | 177,559.20             | 172,921.51                      | 17,292.15                    |
| Ramona Elementary              | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Ridgecrest Elementary          | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Seneca Elementary              | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Serrano Elementary             | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Sugar Hill Elementary          | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Sunnymead Elementary           | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Sunnymead Middle               | ASES After School Base | 177,559.20             | 172,921.52                      | 17,292.15                    |
| Sunnymeadows Elementary        | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Towngate Elementary            | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Avalon Elementary              | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Columbia Elementary            | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Lakeside Middle                | ASES After School Base | 177,559.20             | 172,921.52                      | 17,292.15                    |
| Lasselle Elementary            | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Manuel L Real Elementary       | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Mary McLeod Bethune Elementary | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| May Ranch Elementary           | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Mead Valley Elementary         | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Rainbow Ridge Elementary       | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Sierra Vista Elementary        | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Tomas Rivera Middle            | ASES After School Base | 177,559.20             | 172,921.52                      | 17,292.15                    |
| Triple Crown Elementary        | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Val Verde Elementary           | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Victoriano Elementary          | ASES After School Base | 133,169.40             | 129,691.14                      | 12,969.11                    |
| Vista Verde Middle             | ASES After School Base | 177,559.20             | 172,921.52                      | 17,292.15                    |
|                                |                        | <b>\$ 6,125,792.40</b> | <b>\$ 5,965,792.40</b>          | <b>596,579.24</b>            |