

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the **Moreno Valley Community Services District of the City of Moreno Valley**, California, a municipal corporation, with its principal place of business at 14075 Frederick Street, Moreno Valley, CA 92553, hereinafter referred to as the “CSD”, and **Think Together, Inc.**, a **California non-profit corporation**, with its principal place of business at **2101 E. Fourth Street, Ste. 200B, Santa Ana, CA 92705**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **ASES Expanded Learning Program** contracting services required by the CSD on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **ASES Expanded Learning Program** contracting services, is licensed in the State of California, if applicable;
- C. CSD desires to engage Contractor to render such services for the **ASES Expanded Learning Program** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the CSD signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: Think Together, Inc.
Address: 2101 E. Fourth Street, Ste. 200B
City: Santa Ana State: CA Zip: 92705
Business Phone: 714-543-3807 Fax No. 714-543-3852
Other Contact Number: _____
Business License Number: 26278 _____
Federal Tax I.D. Number: 33-0781751

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The CSD’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. **The term of this Agreement shall be from July 1, 2019 to June 30, 2022, with two optional three-year renewals**, unless terminated earlier as provided herein. The CSD acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CSD will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the CSD, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the CSD, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the CSD.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the CSD. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the CSD shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of CSD.
- E. Substitution of Key Personnel. Contractor has represented to CSD that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of CSD. In the event that CSD and Contractor cannot agree as to the substitution of key personnel, CSD shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the CSD, or who are determined by the CSD to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the CSD. The key

personnel for performance of this Agreement are as follows: **Randy Barth, Founder & CEO.**

- F. CSD's Representative. The CSD hereby designates the Executive Director of the CSD, or his or her designee, to act as its representative for the performance of this Agreement ("CSD's Representative"). Contractor shall not accept direction or orders from any person other than the CSD's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Randy Barth, Founder & CEO**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the CSD, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold CSD, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the CSD to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the CSD, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley (hereinafter referred to as the "City"), the Moreno Valley Housing Authority, and the Moreno Valley Community Services

District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the CSD's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of CSD's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse CSD for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for CSD's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the CSD provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

Sexual Abuse and Misconduct Liability Insurance: Coverage shall be in an amount of not less than \$1,000,000 per occurrence/aggregate for each category.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the CSD, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the CSD, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the CSD unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The CSD and the Contractor agree that to the extent permitted by law, until final approval by the CSD, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The CSD may terminate the whole or any part of this Agreement at any time without cause by giving at least thirty (30) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the CSD. The CSD shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the CSD terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, CSD may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, CSD may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The CSD will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the

Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on CSD Employees. The Contractor shall not employ any CSD employee or official in the work performed pursuant to this Agreement. No officer or employee of the CSD shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor: Think Together, Inc.
2101 E. Fourth Street, Ste. 200B
Santa Ana, CA 92705
Attn: Randy Barth, Founder & CEO

CSD: Moreno Valley Community Services District
14075 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Patti Solano, Director of Parks & Community Services

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- V. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- W. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- X. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

- Y. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- Z. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the CSD. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
2. CSD may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CSD and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. CONTRACTOR shall observe CSD requirements and regulations pertaining to reporting included in the General Conditions.

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CSD.

9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CSD. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

10. CONTRACTOR shall provide access by the CSD, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. CONTRACTOR shall retain all required records for three years after CSD makes final payments and all other pending matters relating to the Agreement are closed.

12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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: _____
Executive Director

Date

BY: _____

Printed Name: _____
(Chief Executive Officer)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds 15,000)</i>
_____ Date

BY: _____

Printed Name: _____

TITLE: _____

Date

A general partner must sign on behalf of a corporation. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

- Exhibit A: Scope of Services
- Exhibit B: CSD – Services to be provided to Contractor
- Exhibit C: Terms of Payment
- Schedule A: Payment Schedule

EXHIBIT A

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 20th of the month for the previous month of program;
 - b. Provide quarterly expenditure reports on operations to the CSD by October 20th, January 20th, April 20th, and July 20th every year;
 - c. Provide semiannual attendance reports to the CSD by January 20th, and July 20th every year;
 - d. Provide an annual report on operations to the CSD for July 1st through June 30th of every year by the following July 20th.
 - e. Maintain and provide accurate inventory tracking and closing reports to the CSD by July 30th 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.
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.
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 B

CSD – SERVICES TO BE PROVIDED TO CONTRACTOR

1. The CSD shall act as the lead fiscal and administrative agent with the CDE for operation of the ASES Expanded Learning Program.
2. The CSD shall assist in coordinating with MVUSD and VVUSD, as co-applicants for ASES grant funding, to provide the Contractor access to school facilities, including classrooms, cafeteria, and playground areas, necessary to conduct the ASES Expanded Learning Program activities.
3. The CSD shall assist in coordinating with MVUSD and VVUSD to provide daily lunches for all program participants, planned and prepared by MVUSD and VVUSD nutrition services employees.
4. The CSD shall submit all required reports for the ASES Expanded Learning Program to the CDE in a timely manner and in compliance with stated deadlines.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$ 5,486,100 annually.
2. 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
3. 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

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.

3. 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: http://www.moval.org/city_hall/forms.shtml#bf
4. 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.
- 6. The CSD shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- 7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by CSD.
- 8. 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.

SCHEDULE A

PAYMENT SCHEDULE

Ten monthly payments, due on the 1st of each month from September 1 through June 1 of each fiscal year, according to the following:

School Name	Components	Amount Awarded	Total Payment to THINK Together	Monthly Payment Amount (x10)
			(after \$165,000 carve-out)	10%
Armada Elementary	ASES After School Base	\$ 122,850.00	\$ 119,263.04	\$ 11,926.30
Badger Springs Middle	ASES After School Base	163,800.00	159,017.39	15,901.74
Bear Valley Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Box Springs Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Butterfield Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Chaparral Hills Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Cloverdale Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Creekside Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Edgemont Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Hendrick Ranch Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Hidden Springs Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Honey Hollow Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
La Jolla Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Landmark Middle	ASES After School Base	163,800.00	159,017.39	15,901.74
March Middle	ASES After School Base	163,800.00	159,017.39	15,901.74
Midland Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Moreno Valley Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Mountain View Middle	ASES After School Base	163,800.00	159,017.39	15,901.74
Palm Middle	ASES After School Base	163,800.00	159,017.39	15,901.74
Ramona Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Ridgecrest Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Seneca Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Serrano Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Sugar Hill Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Sunnymead Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Sunnymead Middle	ASES After School Base	163,800.00	159,017.39	15,901.74
Sunnymeadows Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Towngate Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Avalon Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Columbia Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Lakeside Middle	ASES After School Base	163,800.00	159,017.39	15,901.74
Lasselle Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Manuel L Real Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Mary McLeod Bethune Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
May Ranch Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Mead Valley Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Rainbow Ridge Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Sierra Vista Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Tomas Rivera Middle	ASES After School Base	163,800.00	159,017.39	15,901.74
Triple Crown Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Val Verde Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Victoriano Elementary	ASES After School Base	122,850.00	119,263.04	11,926.30
Vista Verde Middle	ASES After School Base	163,800.00	159,017.39	15,901.74
		\$ 5,651,100.00	\$ 5,486,100.00	548,610.00