

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**, 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 CSD policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Contractor desires to perform and assume responsibility for the provision of professional **After School Education and Safety (ASES) Supplemental Program Services to Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD)** required by the CSD on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **After School Education and Safety (ASES) Supplemental Learning Program** contracting services and is licensed in the State of California, if applicable; and
- C. CSD desires to engage Contractor to perform such services for the **After School Education and Safety (ASES) Supplemental Learning Program** as set forth in this Agreement; and
- 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

CSD: 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" (including Contractor's Proposal dated March 16, 2026) attached hereto and incorporated herein by this reference.
- B. The CSD's responsibilities, other than payment, are described in Exhibit "C" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference.
- D. The Term of this Agreement shall be from **July 1, 2025** to **June 30, 2026** 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 employee 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 City Manager, 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 or arrangements 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 subcontractors 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, the Moreno Valley Housing Authority, and the 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. 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 CSD, 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 the City of Moreno Valley, 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 the City of Moreno Valley, 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 the CSD for the cost of any settlement paid by the City of Moreno Valley, 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 the City of Moreno Valley, 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. CalPERS Retiree Disclosure. Contractor hereby expressly agrees to clearly and conspicuously disclose to the CSD in writing any and all persons working for Contractor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to CSD approval, assigned by Contractor to provide services to CSD under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CSD, to the fullest extent of the law, Contractor shall indemnify, defend, and hold harmless CSD for any costs and expenses incurred by CSD, including without limitation, payment that CSD is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, CSD has an obligation to treat all persons working for or under the direction of Contractor as an independent Contractor of CSD and agents and employees of Contractor and not as agents or employees of CSD. Contractor and CSD acknowledge and agree that CSD participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of CSD and should be registered with the CalPERS as employees of CSD.
- O. Civil Code Section 1542 Waiver. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it

understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to CSD are CSD's employees, Contractor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Contractor or CSD files an appeal or court challenge, Contractor and CSD each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.
- Q. Insurance Requirements. Throughout the life of this Agreement, Contractors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by CSD that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CSD. Any failure to maintain any required insurance shall be sufficient cause for CSD to terminate this Agreement. No action taken by CSD pursuant to this section shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CSD that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CSD shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of CSD, Contractor shall immediately furnish CSD with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the CSD, 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.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Contractor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, 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 this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. Automobile Liability
 - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)

- \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit
- d. Workers' Compensation insurance policy: 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 both the Contractor and the CSD, HA, 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 this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Contractor and its insurer shall waive any right of subrogation against CSD of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurer possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
- The insurer waives all rights of subrogation against the CSD, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. CSD of Moreno Valley, the CSD of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to CSD, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the CSD. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish the CSD with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the CSD, Contractor shall provide a new certificate,

and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the CSD Manager or designee.

Verification of Coverage: Contractor shall furnish CSD with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CSD Manager or designee prior to CSD's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contingent primary endorsement for general liability coverage
2. Additional Insured endorsement for auto liability coverage
3. Waiver of Subrogation for worker's compensation coverage

R. **Intellectual Property.** Any systems, 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 shall 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.

S. **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.

T. **Termination.** The following clauses apply:

1. The CSD may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) 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.

2. 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.
3. 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.
4. 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.

U. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State tax 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.

V. 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.

W. 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.

- X. 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: [Jeremy Bubnick, Parks & Community Services Director](#)

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.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. CSD's Right to Employ Other Contractors. CSD reserves right to employ other Contractors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. 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, such attempted assignment, hypothecation, or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). If federal funds are used in whole or in part for this Agreement, the provisions of 2 C.F.R. Part 200, Appendix II, and any applicable federal regulations shall apply. These provisions supersede any conflicting provisions in this Agreement. The following requirements apply and must be included in all subcontracts entered into by the Contractor for work performed under this Agreement:
1. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. This requirement

applies to all construction contracts over \$10,000 awarded by the CSD and all subcontracts over \$10,000 entered into by the Contractor.

2. Copeland Anti-Kickback Act. Contractor shall comply with 18 U.S.C. 874, as supplemented in Department of Labor regulations 29 CFR Part 3. This requirement applies to all federally funded contracts and subcontracts for construction or repair under this Agreement.
3. Davis-Bacon Act. Contractor shall comply with 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations 29 CFR Part 5. This requirement applies to all federally funded construction contracts over \$2,000 pursuant to this Agreement.
4. Contract Work Hours and Safety Standards Act. Contractor shall comply with 40 U.S.C. 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5. This requirement applies to all federally funded contracts over \$100,000 for construction and non-construction services under this Agreement.
5. Patent Rights. The CSD retains all patent rights for any discovery or invention developed in the course of or under this Agreement. The CSD and Contractor shall comply with 37 CFR Part 401, including applicable requirements for reporting, disclosure, and federal use rights.
6. Copyrights and Data Rights. The CSD retains all copyrights and rights in data developed under this Agreement. FEMA and CalOES retain a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use or authorize others to use for federal purposes, any copyright work developed under this Agreement or any subcontract issued for work under this Agreement.
7. Access to Records. Contractor shall provide access to the CSD, the Federal grant 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 audit, examination, excerpts, and transcriptions.
8. Record Retention. Contractor shall retain all required records for three years after CSD makes final payments under this Agreement and all pending matters related to the Agreement are resolved.
9. Environmental Compliance. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency

regulations at 40 CFR part 15. This requirement applies to all contracts exceeding \$150,000, including subcontracts issued pursuant to such contracts.

10. Energy Conservation. Contractor shall comply with mandatory standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

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: _____

Brian Mohan,
Executive Director

Date: _____

BY: _____

Randy Barth

TITLE: _____

(Chief Executive Officer)

Date: _____

APPROVED AS TO LEGAL FORM: _____ <i>Reginald Bickford</i> CSD Attorney FOR: Steven Quintanilla 04/07/2026 Date
RECOMMENDED FOR APPROVAL: _____ Department Head <i>(if contract exceeds \$30,000)</i> Date

TITLE: _____

(Chief Operating Officer)

Date: _____

- Attachments: Exhibit A – Scope of Services
Exhibit A-1 – Val Verde Unified School District Proposal
Exhibit A-2 – Moreno Valley Unified School District Proposal
Exhibit C – City Services to be Provided to Contractor
Exhibit D – Terms of Payment
Schedule A – Payment Schedule

EXHIBIT A

SCOPE OF SERVICES

(including Contractor's internal Exhibits A-1, A-2 & B)

General Scope of Services (Applicable to the CSD, MVUSD and VVUSD)

1. The Agreement between the CSD and the Contractor shall be for management and operation of the existing ASES Expanded Learning Program funded by the one-time supplemental 21st Century Community Learning Centers Grant awarded to the CSD by the California Department of Education (CDE), whereupon Contractor shall:
2. Provide Supplemental After School Expanded Learning program services to enhance existing ASES programs by providing additional academic enrichment opportunities, physical activities, and evidence-based programs during non-school hours ensuring a high-quality program consistent with the guidelines established by the CDE, the CSD and the Contractor.
3. Provide Supplemental After School Expanded Learning program services to 18 elementary and middle schools (approximately 84 students per elementary site and 112 students per middle school site), including 5 schools in Val Verde Unified School District (VVUSD) and 13 in Moreno Valley Unified School District (MVUSD).
4. Provide all staffing, recruitment, management, supervision, training, and recruitment for program operations, and other tasks necessary to manage its employees, including cross training for Site Coordinators and other site staff.
5. Recruit, train, and supervise volunteers to enhance the adult-to-student ratios in the program.
6. Work collaboratively with the CSD on governance, operational management, and evaluation.
 - a) As required attend and participate in collaborative evaluation and monthly regularly scheduled governance and operations meetings.
 - b) Attend regularly scheduled Riverside County Office Of Education Network meetings. For meeting information, please contact Steven Cortez, Administrator's Secretary at scortez@rcoe.us.
7. Attend, participate in, and 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 quarterly expenditure reports on operations to the CSD as follows:
 - Quarter 2 (10/1/2025 – 12/31/2025) no later than April 15, 2026

- Quarter 3 (01/01/2026 – 03/31/2026) no later than May 6, 2026
 - Quarter 4 (04/01/2026 – 06/30/2026) no later than July 20, 2026
- b) Provide annual attendance reports to the CSD by July 20th;
 - c) Provide an annual report on operations to the CSD for July 1st through June 30th by the following July 20th;
 - d) Maintain and provide accurate inventory tracking and closing reports to the CSD by July 30th;
 - e) Maintain and provide access to all records used in the preparation of the 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 that 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.
8. Maintain adequate and accurate records for the 21ST CCLC Supplemental Funding Program, including abiding by generally accepted accounting principles and recordkeeping requirements.
 9. Adhere to proper management and financial accountability practices, including the utilization of an accrual method of accounting.
 10. Provide the necessary resources to support the CSD during Federal Program Monitoring of the ASES program.
 11. 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.
 12. 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.
 13. 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.
 14. Coordinate ASES activities with school staff to ensure that the program supports current academic goals of teachers and administrators.
 15. Provide academic assistance and other activities specifically supporting (but not duplicating) daytime curriculum and academic goals.

16. 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.
17. 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.
18. 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 (29 USC Section 6101, et seq.) prohibiting discrimination on the basis of age.
19. Quarterly meetings between the Contractor, CSD, MVUSD and VVUSD.
20. 2024 California Code - Education Code - § 8483.4 (2024):
 - a) CONTRACTOR agrees to comply with California Education Code Section 8483.4, including requirements related to staff qualifications, health-and-safety standards, and pupil health information. Additionally, pursuant to this statute, CONTRACTOR will notify the LEA and submit a written report with respect to the occurrence of any health-or-safety-related incident.

Exhibit A-1

CITY OF MORENO VALLEY - VAL VERDE UNIFIED SCHOOL DISTRICT Think Together 21st CCLC Supplemental Proposal

Purpose

This proposal outlines the expansion and enhancement of the After School Education and Safety (ASES), 21st Century Community Learning Center (21st CCLC), and/or High School After School Safety and Enrichment for Teens (ASSETS) programs. Through these elected services, Think Together will provide high-quality opportunities for students within before-school, after-school, or summer/supplemental program.

Program Offerings:

The following specialized clubs and academies may be implemented based on site-specific needs and grade level interest:

- **AI Club** – A.I. Club teaches students how to understand, build, and apply artificial intelligence through hands-on learning and real-world projects. This club has a strong emphasis on A.I. ethics, social impacts, and prepares students for career ideas in STEAM/A.I. Each session ends with a culminating experience where students present their A.I. inspired projects to real tech professionals at a off- or on-site event.
- **Ukulele/Banda Program** - Blends the ukulele and guitar, offering a fun and dynamic way to explore music. Students will learn essential chords, strumming techniques, and rhythm patterns while building skills in melody and harmony. By the end of the course, they'll gain the confidence to perform as a group, developing both musical ability and teamwork.
- **Cosmetology** - Our Cosmetology Academy is designed to provide middle and high school students with the chance to explore the exciting world of beauty and self-care. Students will acquire knowledge and skills in hairstyling, makeup, skincare, and nail art in a practical and engaging learning experience where students learn by doing and applying their knowledge in real-life situations. Includes a culminating “Glow Up Challenge” event where students perform make-up demonstrations for parents, friends and family.
- **Fork Farm** - Aligned to NGSS content standards, meets all ELOP quality standards. Students take ownership—watering, monitoring, and harvesting their own food. Even reluctant learners get excited about growing and trying new vegetables. Creates a calm, focused environment where behavior issues decrease. Students proudly share their harvest with families, building community connections. Includes growing supplies, curriculum and educational activities.

Program Sites: Columbia Elementary School, Manuel L. Real Elementary School, Mead Valley Elementary School, Tomas Rivera Middle School, Val Verde Elementary School; a total of 5 school sites.

Program Dates: School year 2025/26

Operating

LEA’s Responsibilities: The LEA shall provide access to school facilities, including



classrooms and outdoor spaces suitable for specific program activities at each designated school site.

Curricula and Supplies: Think Together will be responsible for all curriculum materials and consumable supplies required for program delivery.

Administrative Fee: Think Together's total fee is inclusive of a 13% administrative fee.

Pricing: Think Together proposes a fee of \$723,000 to deliver the scope of services described above.

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Exhibit A-2

CITY OF MORENO VALLEY - MORENO VALLEY UNIFIED SCHOOL DISTRICT Think Together 21st CCLC Supplemental Proposal

Purpose

This proposal outlines the expansion and enhancement of the After School Education and Safety (ASES), 21st Century Community Learning Center (21st CCLC), and/or High School After School Safety and Enrichment for Teens (ASSETS) programs. Through these elected services, Think Together will provide high-quality opportunities for students within before-school, after-school, or summer/supplemental program.

Program Offerings:

The following specialized clubs and academies may be implemented based on site-specific needs and grade level interest:

- **African Drumming** - Teaches students to learn to read music, explore instruments, and perform in fun ensembles that boost their confidence and musical ability. Classes focused on West African drumming use Djun Djuns and Congas to teach the history of west African drumming and how to make a drum ensemble with different sounding drums.
- **AI Club** – A.I. Club teaches students how to understand, build, and apply artificial intelligence through hands-on learning and real-world projects. This club has a strong emphasis on A.I. ethics, social impacts, and prepares students for career paths in STEAM/A.I. Each session ends with a culminating experience where students present their A.I. inspired projects to real tech professionals at an off- or on-site event.
- **Film Club** - Gives students hands-on production to filmmaking — from storyboarding and acting to shooting and editing their own short films. Each session is designed to spark creativity, collaboration, and confidence while letting students learn by doing. By the end of the program, students will have brought their own stories to life and gained a real understanding of what it takes to make a movie.
- **Yoga Program** - Supports the whole child by fostering physical health, emotional balance, and social-emotional growth. Designed for TK–12 students, our classes blend movement, breathwork, and mindful practices to help students build resilience, focus, and self-awareness—skills that support success in school and beyond.
- **Immersive VR** - Courses teach skills such as 3D modeling, spatial audio, and metaverse development. The idea is to prepare students for future technologies and get them comfortable in virtual spaces.
- **Ukulele/Banda Program** - Blends the ukulele and guitar, offering a fun and dynamic way to explore music. Students will learn essential chords, strumming techniques, and rhythm patterns while building skills in melody and harmony. By the end of the course, they'll gain the confidence to perform as a group, developing both musical ability and teamwork.
- **Musical Theater** - Focuses on the fundamental aspects of theater, including acting, singing, dancing, and stagecraft, with the goal of fostering confidence, teamwork, and artistic growth in a fun, supportive environment. This program culminates with a student musical showcase.

- **Sports & Mindfulness Program** - Fuses physical & mental fitness into an immersive sporting experience for all ages, genders & skill levels alike. As both Sport & SEL technology, it is inclusive in nature, promoting healthy competition, mind + body wellness, & group flow.
- **Cosmetology** - Our Cosmetology Academy is designed to provide middle and high school students with the chance to explore the exciting world of beauty and self-care. Students will acquire knowledge and skills in hairstyling, makeup, skincare, and nail art in a practical and engaging learning experience where students learn by doing and applying their knowledge in real-life situations. Includes a culminating “Glow Up Challenge” event where students perform make-up demonstrations for parents, friends and family.
- **Culinary Arts** - A hands-on, no-stove culinary program where students build foundational cooking skills while learning about nutrition, healthy eating, and recipe creation. Students collaborate to prepare simple, nutritious dishes, strengthening confidence, creativity, and real-life life skills they can use at home and beyond.
- **Fork Farm** - Aligned to NGSS content standards, meets all ELOP quality standards. Students take ownership—watering, monitoring, and harvesting their own food. Even reluctant learners get excited about growing and trying new vegetables. Creates a calm, focused environment where behavior issues decrease. Students proudly share their harvest with families, building community connections. Includes growing supplies, curriculum and educational activities.

Program Sites: Armada Elementary School, Badger Springs Middle School, Box Springs Elementary School, Chaparral Hills Elementary School, Edgemont Elementary School, Honey Hollow Elementary School, Midland Elementary School, Ramona Elementary School, Serrano Elementary School, Sunnymead Elementary School, Sunnymead Middle School, Sunnymeads Elementary School, Creekside Elementary School; a total of 13 sites.

Program Dates: School year 2025/26.

Operating

LEA’s Responsibilities: The LEA shall provide access to school facilities, including classrooms and outdoor spaces suitable for specific program activities at each designated school site.

Curricula and Supplies: Think Together will be responsible for all curriculum materials and consumable supplies required for program delivery.

Administrative Fee: Think Together’s total fee is inclusive of a 13% administrative fee.

Pricing: Think Together proposes a fee of \$1,923,000 to deliver the scope of services described above.



Exhibit B

The LEA shall pay to Think Together accordingly to the Payment Schedule outlined below to provide the described services in each of the Exhibits. Payments are due on the first day of the month.

Exhibit	Exhibit A-1	Exhibit A-2
Program	21 st CCLC Supplemental VVUSD	21 st CCLC Supplemental MVUSD
July 2025		
August 2025		
September 2025		
October 2025		
November 2025		
December 2025		
January 2026		
February 2026		
March 2026		
April 2026	\$361,500.00	\$961,500.00
May 2026	\$361,500.00	\$961,500.00
June 2026		
TOTAL	\$723,000	\$1,923,000

All Purchase Orders and invoice related inquiries shall be submitted to accountsreceivable@thinktogether.org.

EXHIBIT C

CITY - 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 Supplemental grant funding to provide Contractor access to school facilities, including classrooms, cafeteria, and playground areas as necessary to conduct the ASES Expanded Learning Program activities.
3. The CSD agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner in compliance with stated deadlines and provide proof of submission when requested and when reasonably needed.
4. The CSD shall provide Contractor with any pertinent grant-related communications within five working days of receipt from the CDE.

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EXHIBIT D

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$2,646,000.00 through 06/30/2026.
2. The CSD has been awarded ASES Supplemental grant funds in the amount of \$2,700,000.00 for the grant performance period covering July 1, 2025 thru June 30, 2026.
3. The CSD will retain 2 percent for administrative costs and allocate the remaining portion of the grant to the Contractor for program services. Total administrative costs shall not exceed 15 percent of the funding. Accordingly, the Contractor's administrative costs may not exceed 13 percent.
4. 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: <https://moval.gov/cdd/services/svc-biz-licen.html>
5. 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 will be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org
 - a. Accounts Payable questions can be directed to (951) 413-3073.
 - b. Copies of invoices may be submitted to the Parks & Community Services Department at daniellemo@moval.org or calls directed to (951) 413-3726.
6. 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/CSD_hall/forms.shtml#bf
7. Each monthly invoice must include detailed billing information to support the total amount billed; lump-sum amounts without itemized detail will not be accepted. Invoices must include a breakdown by site:
 - a. Contractor Name, Mailing Address, and Phone Number

- b. Invoice Date
 - c. Contractor Invoice Number
 - d. City-provided Reference Number (e.g. Purchase Order, 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.
 - f. Direct Costs
 - g. Indirect/Admin Cost
8. The CSD shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

9. Reimbursement for Expenses

Contractor shall not be reimbursed for any expenses unless authorized in writing by CSD.

10. 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

#	School Name	School District	Components	Amount Awarded (FY25/26)	Total Payment to THINK Together	City retention
					(after \$54,000 City retention)	2%
1	Armada Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
2	Badger Springs Middle	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
3	Box Springs Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
4	Chaparral Hills Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
5	Creskide Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
6	Edgemont Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
7	Honey Hollow Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
8	Midland Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
9	Ramona Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
10	Serrano Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
11	Sunnymead Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
12	Sunnymead Middle	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
13	Sunnymeadows Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
				\$ 1,950,000.00	\$ 1,911,000.00	\$ 39,000.00
28	Columbia Elementary	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
29	Manuel L. Real Elementary	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
30	Mead Valley Elementary	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
31	Tomas Rivera Middle	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
32	Val Verde Elementary	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
				\$ 750,000.00	\$ 735,000.00	\$ 15,000.00
	Total			\$ 2,700,000.00	\$ 2,646,000.00	\$ 54,000.00