



SERVICE AGREEMENT BETWEEN
AZUSA UNIFIED SCHOOL DISTRICT AND
THINK TOGETHER, INC.

I. PARTIES AND EFFECTIVE DATE

This Agreement (“Agreement”) is made on June 12, 2024 (the “Effective Date”), between Azusa Unified School District, a Local Education Agency (“LEA”), and Think Together, Inc., a California non-profit corporation (“THINK TOGETHER”), for the purpose of providing After School Education and Safety (ASES) Services.

Select all services that apply:

- K-8 Before/Afterschool Programs
- HS Before/Afterschool Programs
- Academic Intervention Programs
- ASES Expansion/Replication Programs
- Before School Enrichment Programs
- ELOP: Non-Instructional Days Programs
- ELOP: Multi-Provider Oversight & Mgmt
- Enrichment Academy Programs
- Intramural Sports Programs
- TK/UPK/Kinder Programs
- Licensed School-Age Care Programs
- Physical Education Programs
- Saturday Academy Programs
- State-Funded Preschool & Early Childhood Education Programs
- Summer Learning Programs
- Tutoring & Homework Center Programs
- Yard Duty Supervision Programs



II. LOCATIONS AND TERM

The LEA is contracting with THINK TOGETHER for provision of comprehensive Expanded Learning Programming, as defined herein, at Dalton, Hodge, Lee, Magnolia, Murray, Paramount, Valleydale Elementary Schools, and Gladstone Middle School (collectively, the “School Sites”) for the ASES programs. The term of this contract is July 1, 2024 to June 30, 2025 (the “Term”), coterminous with and subject to the District’s receipt of its ASES grant and is subject to all provisions of the primary funding source cited above as well as any subsequent contract modifications or additional requirements by the California Department of Education (“CDE”). If this Agreement differs from the primary CDE ASES award, then this Agreement governs the understanding between the LEA and THINK TOGETHER.

III. SCOPE OF SERVICES

A. Fiscal Agent

The LEA shall act as the lead fiscal and administrative agent with the CDE for operating an ASES program.

B. Program Operations

Consistent with ASES provisions, the LEA contracts with THINK TOGETHER and THINK TOGETHER will operate an ASES program at the School Sites. THINK TOGETHER will supply the staff, materials, management and supervision, and volunteer recruitment for the School Sites (the “Expanded Learning Programming”). In addition, THINK TOGETHER will work collaboratively with the LEA on governance, operational management, and evaluation. THINK TOGETHER agrees to provide a high-quality program consistent with the guidelines established by the CDE, the LEA, and THINK TOGETHER for this grant.

THINK TOGETHER will provide all direct physical supervision services in compliance with all health and safety regulations adopted by the local health authority and the LEA.

THINK TOGETHER will have the following responsibilities in support of the ASES programs:

1. Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at the School Site.
2. Hire, train, and supervise site staff, including the site program managers and program leaders.
3. Provide workers’ compensation insurance for THINK TOGETHER employees and agents as required by law.
4. Comply with all federal, state, and local laws and ordinances applicable to the work to be performed by THINK TOGETHER or its employees under this Agreement.



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5. Comply with the requirements of California Education Code § 45125.1 with respect to fingerprinting of employees who may have contact with the LEA's pupils. If at any time during the term of this Agreement THINK TOGETHER is either notified by the U.S. Department of Justice or otherwise becomes aware that any employee of THINK TOGETHER performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code § 667.5(c) or California Penal Code § 1192.7(c), respectively, THINK TOGETHER agrees to immediately notify the LEA and remove said employee from performing services on this Agreement. THINK TOGETHER shall require that all regular and substitute employees provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of the THINK TOGETHER's employees, or those of any other consultants, coming into contact with the District's pupils. THINK TOGETHER shall keep a copy of said information in the employee file.
6. Provide all materials, tools, and instrumentalities required to perform the services under this Agreement, including curriculum developed by THINK TOGETHER as its intellectual property.
7. Participate in all cross training for site program managers and site staff.
8. Complete site emergency plans and related staff training.
9. Maintain ongoing communication between THINK TOGETHER staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
10. Coordinate activities with school staff to assure program supports current academic goals of teachers and administrators.
11. Provide academic assistance and other activities specifically supporting classroom curriculum and academic goals.
12. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent orientation.
13. Recruit and train volunteers to lower the students/adult ratios in the program.
14. Work with the LEA to implement a comprehensive annual program evaluation plan. As required, attend, and participate in evaluation subcommittee meetings. Evaluation plan shall include but not be limited to attendance tracking, collection of teacher, parent and participant surveys, and data entry of survey results. Evaluation will be completed by THINK TOGETHER in accordance with CDE guidelines and submitted to the LEA a minimum of ten calendar days prior to CDE due dates.
15. Regularly attend and participate in scheduled governance and operations meetings.
16. Adhere to proper management and fiscal accountability practices including maintaining proper insurance coverage, compliance with employment laws, and utilization of an accrual method of accounting.
17. Provide documentation and findings of annual independent audits, in accordance with CDE requirements.
18. Retain source documents related to attendance tracking for not less than five years.
19. THINK TOGETHER shall collaborate with the LEA to make all reasonable best efforts to support the financial sustainability of the program by seeking and utilizing funds from public and private fundraising.



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20. CONTRACTOR ensures that all staff members who directly supervise students meet the minimum qualifications for an instructional aide according to the policies of the LEA.
21. CONTRACTOR provides opportunities for physical activity.
22. CONTRACTOR provides an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.
23. CONTRACTOR provides an educational enrichment element that may include, but is not limited to fine arts, career technical education, recreation, physical fitness, and prevention activities.
24. CONTRACTOR provides Academic enrichment including tutoring, particularly for students who attend low performing schools, to meet the challenging state academic standards. CONTRACTOR offers a broad array of additional services, programs, and activities: such as youth development activities, service learning, nutrition and health education, drug and violence prevention programs, and counseling programs. Also includes: arts, music, physical fitness and wellness programs, technology education programs, mathematics, science, career and technical programs, internships or apprenticeship programs, and other ties to an in-demand industry sector or occupation for high school students that are designed to reinforce or complement the regular academic program of participating students.
25. CONTRACTOR shall ensure that all employees produce a negative tuberculosis test every two years in accordance with California Education Code [(\$49406 and §87408.6)].
26. CONTRACTOR is responsible for complying with all applicable federal and state requirements related to fiscal records, in accordance with the 2CFR200.334 Retention Requirements for Records, and with the California Education Code.
27. CONTRACTOR is responsible for complying with all applicable federal and state requirements in accordance with the 2CFR200 related to time and effort.
28. CONTRACTOR will make available to the CDE all invoices submitted to the Grantee upon request.

IV. COMPENSATION

THINK TOGETHER will be paid 95% of the grant award from CDE (“THINK TOGETHER’s Fee”), according to Attachment A (“Payment Schedule”), attached hereto. Timing and amounts of payments will be made according to the Payment Schedule, attached hereto. If the funds received from the CDE change, a pro-rata adjustment to the maximum amount available for payment to THINK TOGETHER will be made and a revised Payment Schedule will be submitted to the LEA. THINK TOGETHER’s Fee will only be paid out of funds received by the LEA from the State. Notwithstanding the provisions above, any amount not timely paid by the LEA and not disputed in good faith shall accrue simple interest at a rate of 1% per month for any amount actually owing to THINK TOGETHER.

V. EVALUATION AND REPORTING

THINK TOGETHER agrees to supply the LEA with all reporting data explicitly required via written notification to the LEA by the CDE or U.S. Department of Education in advance of any deadlines. The LEA agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner in advance of deadlines and provide proof of submission to THINK TOGETHER. If the LEA prefers to have



THINK TOGETHER submit reports directly to the CDE on the LEA's behalf, the LEA shall provide THINK TOGETHER access to its CDE "ASSIST" account.

The LEA will provide THINK TOGETHER with any pertinent grant-related communications within five working days of receipt from the CDE. THINK TOGETHER will comply with all document requests from the CDE in accordance Federal Program Monitoring requirements.

Additionally, THINK TOGETHER will:

- Provide monthly attendance and snack reports to the LEA five working days in advance of the deadline.
- Provide quarterly expenditure reports to the LEA five working days in advance of the deadline.
- Provide the Annual Outcomes Based Data for Evaluation report to the LEA ten working days prior to the deadline.

VI. DATA SHARING

The LEA agrees to comply with all reasonable requests by THINK TOGETHER and to provide access to all documents and electronic student data reasonably necessary for the performance of THINK TOGETHER's duties under this Agreement. THINK TOGETHER will abide by all applicable data privacy standards pursuant to law. [Education Codes 8421 (C) (i-ii), 8423 (D) (c) (6), and 8428 (b-e) for ASSETS. Education Codes 8484.8 4 (D) (6) for 21st CCLC. And Education Codes 8482.3 (c) (B2) (d) (1) (2) (f) 7]]

VII. FACILITY USAGE AND SNACK PROVISION

The LEA will provide THINK TOGETHER with access to and use of the LEA's facilities as necessary to meet the terms of this Agreement. To the extent possible, the LEA shall provide one classroom for every twenty students enrolled in the program and shall identify dedicated office space for each school's site program manager. Additionally, LEA agrees to provide the required daily snack as required under the ASES grant. LEA facilities and supplied snacks shall be considered in-kind contributions toward meeting the ASES match requirement.

VIII. INDEPENDENT CONTRACTOR

THINK TOGETHER is and shall at all times be deemed to be an independent Contractor, and shall be responsible for determining the sequence, method, details, and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between the LEA and THINK TOGETHER or any of THINK TOGETHER's agents or employees. THINK TOGETHER assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. THINK TOGETHER, its agents, and employees shall not be entitled to any rights and/or privileges of the LEA's employees and shall not be considered in any manner to be the LEA's employees.

IX. MUTUAL INDEMNIFICATION



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THINK TOGETHER shall indemnify, pay for the defense of, and hold harmless the LEA and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK TOGETHER's negligent or willful acts and/or omissions in rendering any services hereunder. THINK TOGETHER shall assume full responsibility for payments of federal, state, and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK TOGETHER or any employee of THINK TOGETHER and shall further indemnify, pay for the defense of, and hold harmless the LEA of and from any such payment or liability arising out of or in any manner connected with THINK TOGETHER's performance under this Agreement, except to the extent such liability is caused by the negligent or willful acts and/or omissions of LEA.

The LEA shall indemnify, pay for the defense of, and hold harmless THINK TOGETHER and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the LEA's negligent or willful acts and/or omissions in relation to this Agreement.

X. INSURANCE

During the entire term of this Agreement, Think Together shall procure, pay for and keep in full force and effect the following types of insurance:

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

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

- The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above shall be provided to the LEA prior



to the commencement of services under this agreement. THINK TOGETHER agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the LEA's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, THINK TOGETHER agrees to immediately provide the LEA true and correct copies of all new or revised certificates of insurance.

XI. ASSIGNABILITY

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by THINK TOGETHER without the prior written consent of the LEA.

XII. TERMINATION

Unless otherwise terminated as provided below, this Agreement shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

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

At any time during the performance of this Agreement, either the LEA or THINK TOGETHER, at its sole discretion, shall have the right to terminate this Agreement by giving sixty (60) days written notification of its intention to terminate.

In the event that this Agreement is terminated as provided above, THINK TOGETHER shall be paid its fees earned in accordance with Payment Schedule through the date of termination, including a pro rata amount of the next payment that would have been made pursuant to Payment Schedule, based on the days in that payment period that occurred prior to termination. All cash deposits made by the LEA to THINK TOGETHER, if any, shall be refundable to the LEA in full upon termination of this Agreement unless specified to the contrary.

XIII. CONFLICT OF INTEREST

The LEA acknowledges that THINK TOGETHER has invested and will continue to invest significant amounts of time, money, effort, and resources to recruit, hire, train, and supervise qualified employees to perform the Services required under this Agreement. The LEA further acknowledges that THINK TOGETHER has a legitimate expectation that its employees will continue their employment and career development with THINK TOGETHER during and after the Term of this Agreement, which gives THINK TOGETHER a significant business advantage. The LEA further acknowledges that during the Term of this Agreement, it will be entrusted with access to the personal contact data for employees of THINK TOGETHER who are assigned



to render Services under this Agreement. The LEA acknowledges that these legitimate interests of THINK TOGETHER would be impaired if the LEA were to solicit and recruit THINK TOGETHER's personnel to leave their employment with THINK TOGETHER during or after the term of this Agreement. To protect these interests, the LEA agrees as follows:

A. No Solicitation of Employees

Each party hereto (for this purpose, a "Soliciting Party") agrees that for a period of six months after termination of this Agreement for any reason, such Soliciting Party (or any person acting on behalf of or in concert with such party) will not, without the prior written consent of the other party hereto (for this purpose, the "Employer Party"), directly or indirectly, solicit to employ any employee of the Employer Party with whom any employee of the Soliciting Party had contact with or became aware of in connection with the services performed under this Agreement; provided, however, that the foregoing shall not prevent either Soliciting Party from making general public solicitations for employment for any position or from employing any employee of the Employer Party who either responds to such a general solicitation for employment or otherwise contacts such party on his or her own initiative and without solicitation by such party in contravention of the above restriction.

XIV. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by THINK TOGETHER and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except the LEA may unilaterally amend the Agreement to accomplish the changes listed below:

- Changes as required by law; and
- Changes required by CDE ASES grant provisions.

XV. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

XVI. CALIFORNIA LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.



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XVII. AUTHORIZATION

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

XVIII. NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: Think Together, Inc.
2101 E. Fourth Street, Suite 200B
Santa Ana, CA 92705

To: Azusa Unified School District
546 S. Citrus Avenue
Azusa, CA 91702

To facilitate crisis management, LEA will provide to THINK TOGETHER the personal contact information of the Superintendent or his/her designee, as well as a secondary contact, so that they can be notified in the event of an incident that occurs outside of normal business hours or when school is not in session.

[Signature page follows]




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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date.

Azusa Unified School District (the "LEA")

Think Together, Inc. ("THINK TOGETHER")

By: _____
Signature

By: 
Signature

Norma Carvajal Camacho
Printed Name

Randy Barth
Printed Name

Assistant Superintendent, Ed. Services
Title

Founder & CEO
Title

546 South Citrus Avenue
Address

2101 E. Fourth St. Suite 200B
Address

Azusa, CA 91702
City, State Zip

Santa Ana, CA 92705
City State Zip

(626) 858-6182
Telephone Number

714.543.3807
Telephone Number

Date

05/24/2024
Date



Attachment A

Azusa Unified School District Payment Schedule

Contract Amount

THINK TOGETHER's Annual Fee: \$1,208,179.36

Invoice Schedule

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

First installment (65%) - \$785,316.58

Second installment (25%) - \$302,044.84

Third installment (10%) - \$120,817.94

Expense Allocation Plan

Direct Service Expenses

Personnel

Position	Hourly Bill Rate
Site Program Manager	\$38.00
Program Leader	\$29.00

Bill Rate includes wages, tax, benefits, employee processing, and on-site supervision

Operating

Category	Cost
Technology Services	\$1,000.00 per site, per year
Elementary School Consumable Supplies	\$300.00 per site, per month, plus \$400.00 start-up allocation per site, per year
Middle School Consumable Supplies	\$500.00 per site, per month, plus \$800 start-up allocation per site, per year

Administrative Expenses

Category	Cost
THINK TOGETHER Administrative Expense	10% of total expenses

Any administrative costs incurred that exceed the Fee shall be applied toward meeting the ASES match requirement.



Attendance Targets

Total ASES Funding	Required Present Records (Total funding / \$10.18)	Total ADA (Present records/180 days)
\$1,271,767.75	124,928	694.04

Projected Budget (2024-25)

8 Site Program Managers @ \$38/hour x 38 hours/week x 52 weeks	\$600,704
35 Program Leaders* @ \$29/hour x 18.75 hours/week x 37 weeks	\$704,156
Technology Services @ \$1,000 per school x 8 schools	\$8,000
7 Elementary School Consumables @ (\$300/month x 10 mo.) + \$400	\$23,800
1 Middle School Consumables @ (\$500/month x 10 mo.) + \$800	\$5,800
<i>Total Direct Services</i>	\$1,342,460
Administrative Expense @ 10%	\$134,246
Total Expenses	\$1,476,706

Amount charged to District	\$1,208,179.36
Cash Match Contributed by THINK TOGETHER	\$268,527
Percentage of Grant Amount Allocated to Direct Services	105.56%

*Program Leaders estimated at 1 per 20 students ADA.

Attachment B

DATA SHARING



ENSURING STUDENT SAFETY AND COMPLIANCE THROUGH PARTNERSHIPS

THINK TOGETHER DATA SHARING

Think Together is committed to student safety and confidentiality of student information and abides by all federal confidentiality records. Keeping students safe is our priority, and we believe that establishing a data sharing partnership with safety protocols is crucial to these efforts.

Over 30 years of combined experience with data and student safety	We currently share data with over 40 partners, ensuring student confidentiality	We maintain consistent communication with CDE to follow all CDE guidance	Total Solutions Partner ensures all reporting is accurate and on time
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DATA SHARING AND STUDENT PRIVACY

STUDENT PRIVACY

Think Together ensures confidentiality of student records with all staff members with access to database

We comply with all state and federal regulations (ie. FERPA, AB1584, COPPA, SOPIPA)

AFFILIATE OF CALIFORNIA STUDENT PRIVACY ALLIANCE



- Current partner with California Student Privacy Alliance (CSPA)
 - 1115 districts participate to set standards of practice and expectations around student privacy
 - CSPA provides a common data sharing agreement to be used by all member partners

COMPLIANCE AND REPORTING TIMELINES

RESPONSIBILITY & ACCOUNTABILITY	THINK TOGETHER RESPONSIBILITIES
<ul style="list-style-type: none"> • Data sharing agreement ensures easy reporting that LEA can upload into ASSIST* <p><small>*Think Together can also upload on your behalf</small></p>	<ul style="list-style-type: none"> • Think Together will compile and run all necessary reports for grant compliance <ul style="list-style-type: none"> ◦ ASES and 21st Century Community Learning Centers (CCLC) <ul style="list-style-type: none"> • Semi-Annual Attendance Reports (January and July) <ul style="list-style-type: none"> • Requires student demographics • Annual Outcomes Based Data for Evaluation (September) <ul style="list-style-type: none"> • Requires student demographics and SSID ◦ 21st CCLC Annual Performance Report (Summer, Fall, Spring) <ul style="list-style-type: none"> • Requires student attendance, student demographics (including FRPM, ELL and Special Education Status), Student Performance (GPA, suspensions, and state test scores)

All student data is for student safety and reporting purposes only