

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Azusa Unified School District**  
**And**  
**Think Together**

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**PURPOSE**

The Memorandum of Understanding (MOU) that follows is a formal agreement between Azusa Unified School District (herein referred to as “AUSD” or “District”) and Think Together to increase and enhance services to Azusa High School’s After School Safety and Education for Teens (ASSETs) program. The goal of these programs is to develop integrated partnerships to deliver high-quality expanded learning opportunities that align with District priorities to help students improve academic performance, enhance health and wellness, and increase social-emotional capacity.

**SCOPE OF SERVICES**

It is agreed that Think Together will increase and enhance ASSETs programs to provide additional services to students. The services may include:

- 6 Off-site field trips
- 2 On-site field trips
- 3 Career Day Events
- 1 Site Level Event

Think Together shall provide all the necessary staff, materials and supplies required to provide these additional offerings. AUSD shall provide access to school facilities, including additional classrooms for additional students allocated to a given school site, and outdoor spaces suitable for conducting program activities. AUSD shall work with the District’s nutritional services program to ensure that all students receive a daily nutritious snack. Think Together will apply a 15% administrative fee.

**FEE FOR SERVICES**

AUSD shall pay to Think Together a fee of \$60,000 (SIXTY THOUSAND DOLLARS) to provide the services described above.

Think Together shall invoice AUSD monthly, over five months, from August 2024 through December 2024. Each invoice shall be equal to 20% of the total fee.

**TERM**

This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU or by December 31, 2024, whichever occurs first, and shall thereupon terminate.

**TERMINATION**

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

If at any time during the performance of this MOU the AUSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the AUSD shall have the right to terminate the

performance of Think Together’s services hereunder by giving thirty (30) days written notification to Think Together of its intention to terminate, and shall pay Think Together for all fees earned through the date of termination.

**INDEMNIFICATION**

Think Together shall indemnify, pay for the defense of, and hold harmless AUSD 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 AUSD of and from any such payment or liability arising out of or in any manner connected with Think Together’s performance under this MOU.

The AUSD 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 AUSD’s negligent or willful acts and/or omissions in relation to this MOU.

**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:

A. General Liability Insurance	
i. Per Occurrence	\$1,000,000
ii. General Aggregate	\$2,000,000
B. Professional Liability Insurance	
i. Per Occurrence	\$1,000,000
ii. General Aggregate	\$2,000,000
C. Automobile Liability Insurance	\$1,000,000
D. Workers’ Compensation Liability Insurance	\$1,000,000
E. Sexual Misconduct	
i. Per Occurrence	\$1,000,000
ii. General Aggregate	\$1,000,000
F. Cyber Liability	
i. Per Occurrence	\$2,000,000
ii. General Aggregate	\$2,000,000

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 and endorsements for Additional Insured naming “Azusa Unified School District,” and Primary/Non-Contributory and Waiver of Subrogation endorsements in favor of AUSD, as applicable to each policy above (except Professional Liability and Cyber Liability) shall be provided to the District 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 District’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 District true and correct copies of all new or revised certificates of insurance and endorsements.

**SUBCONTRACT AND ASSIGNMENT**

Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

**INDEPENDENT CORPORATION STATUS**

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**CALIFORNIA LAW**

This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

**AMENDMENT**

This MOU may be amended only by written instrument signed by duly authorized representatives of the AUSD and Think Together.


**SEVERABILITY**

The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, Think Together and the Azusa Unified School District have executed this Memorandum of Understanding as of the dates indicated below.

\_\_\_\_\_  
Norma Carvajal Camacho  
Assistant Superintendent, Ed. Services  
Azusa Unified School District

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Randy Barth (Aug 30, 2024 12:28 PDT)  
Randy Barth  
CEO & Founder  
Think Together

08/30/2024

\_\_\_\_\_  
Date