

MEMORANDUM OF UNDERSTANDING
Between
Azusa Unified School District
And
Think Together, Inc.

The Memorandum of Understanding (MOU) that follows is a formal agreement between Azusa Unified School District (herein referred to as AUSD) and Think Together to provide non-instructional day services during the 2023/24 school year. 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 WORK

Think Together will provide non-instructional day services across seven school sites as listed below:

- Henry Dalton Elementary/Paramount Elementary: Think Together will provide non-instructional day services for each site up to 100 students for an additional three hours per day above the District's existing six-hour non-instructional services agreement over 30 program days and nine hours per day over two program days.
- Clifford Murray Elementary/ Charles Lee Elementary/Valleydale Elementary: Think Together will provide non-instructional day services for each site up to 100 students for an additional three hours per day above the District's existing six-hour non-instructional services agreement over 10 program days.
- Victor Hodge Elementary/Magnolia Elementary: Think Together will provide non-instructional day services for each site up to 100 students for nine hours per day over 30 program days.

Think Together will assign 42 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20) and a supervision ratio of not more than one staff member to 10 Transitional Kinder/Kinder students (1:10), incorporating 14 "floaters" to help maintain ratios. Each site will be supervised by a Site Coordinator, managed by two Quality Assurance Coaches. Think Together will pay for all curricular materials, field trip experiences, consumable supplies and personal protective equipment required to deliver the services. Think Together will apply a 15% administrative fee.

PRICING

AUSD shall pay to Think Together a fee of **\$767,853.00** (SEVEN HUNDRED SIXTY-SEVEN THOUSAND, EIGHT HUNDRED FIFTY-THREE DOLLARS) to provide the services described above. Think Together shall invoice AUSD one-half of the total amount upon execution of this MOU, and one-half on June 1, 2024.

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, but not later than June 30, 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.

INSURANCE

Think Together shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by Think Together's employees. Coverage under such professional and commercial general liability insurance shall not be less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate, and Sexual Abuse or Molestation coverage in the minimum amount of three million dollars (\$3,000,000) per occurrence. Such coverage shall be obtained from a carrier rated A:VII or better by AM Best or a qualified program of self-insurance. Think Together shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Think Together shall provide AUSD with evidence of the insurance required under this paragraph, including an endorsement naming AUSD as an additional insured, which shall provide for not less than thirty (30) days-notice of cancellation to AUSD. Think Together shall promptly notify AUSD of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

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.

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, Inc. and the Azusa Unified School District have executed this Memorandum of Understanding as of the dates indicated below.

Norma Carvajal Camacho
Assistant Superintendent, Ed. Svcs
Azusa Unified School District



Randy Barth
CEO & Founder
Think Together, Inc

Date

5/2/2023

Date