

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

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 provide before-school services during the 2024/25 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 SERVICES

It is agreed that Think Together will provide before-school services for up to 210 students across seven school sites up to one hour and forty-five minutes per day over 180 school days. Think Together will assign 14 part-time 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). Each site will be supervised by an ASES Site Program Manager, supported by a full-time Assistant Site Coordinator. Think Together will pay for all curricular materials and consumable supplies required to deliver the services. Think Together will apply a 15% administrative fee.

FEE FOR SERVICES

AUSD shall pay to Think Together a fee of **\$792,573** (SEVEN HUNDRED NINETY-TWO THOUSAND, FIVE HUNDRED SEVENTY-THREE DOLLARS) to deliver the scope of services described above. Think Together shall invoice AUSD in ten monthly installments from August 2024 to May 2025, with each invoice equal to 10% 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 June 30, 2025, 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:

- 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.

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
Assist. Superintendent, Ed. Svcs.
Azusa Unified School District

Date


[Randy Barth \(May 24, 2024 12:55 PDT\)](#)

Randy Barth
CEO & Founder
Think Together, Inc

05/24/2024

Date