

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

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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 summer learning recovery services in partnership with the AUSD. The goal of Think Together programs is to provide the highest quality expanded learning programming to students within the AUSD in an effort to help close the achievement gap.

It is agreed that Think Together will hire 18 credentialed teachers, selected by AUSD, for four or five hours per day over 25 program days, at an hourly bill rate of \$54.00 in order to facilitate the academic portion of the summer learning recovery program. Additionally, Think Together will hire two school administrators, selected by AUSD, for five or six hours per day over 25 program days, at an hourly bill rate of \$70.28. Think Together will apply a 15% administrative fee.

AUSD shall pay to Think Together a fee of **\$142,060** (ONE HUNDRED FORTY-TWO THOUSAND, SIXTY DOLLARS) to deliver the above described services. Think Together shall invoice AUSD for the total amount upon execution of this MOU.

**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.

**TERMINATION**

Unless otherwise terminated as provided below, this MOU 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 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.

**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.

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

  
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Randy Barth  
CEO & Founder  
Think Together, Inc

\_\_\_\_\_  
Date

6.09.22  
\_\_\_\_\_  
Date