

MEMORANDUM OF UNDERSTANDING

**Between
Perris Union High School District
And
Think Together, Inc.**

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement between Perris Union High School District (herein referred to as “PUHSD” or “District”) and Think Together to provide Equitable Access services to students at Perris High School, in conjunction with the District’s 21st Century Community Learning Centers Program grant, which is in effect through June 30, 2024.

SCOPE OF SERVICES

Think Together will utilize Equitable Access funding to facilitate transportation to educational field trips, as a part of its comprehensive After School Safety and Education for Teens (ASSETs) program at Perris High School. Funds may also be used to pay for associated staffing costs. PUHSD will be responsible for providing any consumable supplies that may be required to deliver program activities.

FEE FOR SERVICES

PUHSD shall pay to Think Together a fee not to exceed \$20,000.00 (TWENTY THOUSAND DOLLARS) annually beginning with the 2019/2020 fiscal year, and ending with the 2023/2024 fiscal year, unless terminated as provided below, to deliver the above described services.

Think Together shall invoice PUHSD monthly, over ten months, from August through May of each fiscal year. Each invoice shall be 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, 2024, whichever occurs first, and shall thereupon terminate.

TERMINATION

If the PUHSD makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, PUHSD must provide Think Together with a written request to cure the default. If the PUHSD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the PUHSD 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 PUHSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the PUHSD 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 PUHSD 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 PUHSD 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 PUHSD 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 PUHSD'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 PUHSD and Think Together.

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 St., Suite 200B
Santa Ana, CA 92705

To: Perris Union High School District
1151 North A Street
Perris, CA 92570

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 Perris Union High School District have executed this Memorandum of Understanding as of the dates indicated below.

Perris Union High School District

Date

Randy Barth
CEO & Founder
Think Together, Inc

Date



[ASSIST Home](#) [User Maintenance](#) [Change Password](#) [Agency Reports](#) [Logoff](#)

Manage Grant Edit (Expenditure Report)

Logged in as: LEA User - Perris Union High

Agency Name: Perris Union High CD: 3367207

Grant ID: 33-14603-6720-2A Grant Type: ASSETs - Equitable Access Cohort: 121

Award Amount: \$25,000.00

[Reports Due](#) [Contacts](#) [Budget](#) [Report History](#)

Expenditure report submitted to CDE.

2019-20 - Quarter 1: Equitable Access

Enter the expenditures for each Series/Object.

Series/Object	Program Budget	Current Expenditures	Total Expenditures To Date
1000: Certificated Personnel Salaries	\$0.00	\$0.00	\$0.00
2000: Classified Personnel Salaries	\$0.00	\$0.00	\$0.00
3000: Employee Benefits	\$0.00	\$0.00	\$0.00
4000: Books and Supplies	\$0.00	\$0.00	\$0.00
5000: Services & Other Operating Expenditures	\$0.00	\$0.00	\$0.00
5100: Subcontracts and Agreements	\$25,000.00	\$4,000.00	\$4,000.00
6000: Capital Outlay	\$0.00	\$0.00	\$0.00
7000: Indirect Costs	\$0.00	\$0.00	\$0.00
Totals:	\$25,000.00	\$4,000.00	\$4,000.00

[Calculate and Save](#) [Reset](#) [Submit to CDE](#)

Questions: Expanded Learning Division | ASSIST@cde.ca.gov | 916-319-0923

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)