

MEMORANDUM OF UNDERSTANDING
Between
Perris Union High School District
And
Think Together, Inc.

The Memorandum of Understanding (MOU) that follows is a formal agreement between Perris Union High School District (herein referred to as PUHSD) and Think Together to provide summer learning recovery services in partnership with the PUHSD. The goal of Think Together programs is to provide the highest quality expanded learning programming to students within the PUHSD in an effort to help close the achievement gap.

It is agreed that Think Together will provide summer learning recovery services for up to 88 students at Pinacate Middle School for 4 hours per day over 21 program days. Think Together will assign 4 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 22 students (1:22), incorporating one “supporting” Program Leader to adhere to health guidelines. The site will be supervised by a Site Coordinator. Think Together will pay for all curricular materials, and miscellaneous consumable materials that may be required to deliver the services.

PUHSD shall pay to Think Together a fee of **\$29,399** (TWENTY-NINE THOUSAND, THREE HUNDRED NINETY-NINE DOLLARS) to deliver the above-described services. Think Together shall invoice PUHSD 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 July 23, 2021, when program concludes.

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 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.

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.

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

Randy Barth
CEO & Founder
Think Together, Inc

Date

Date