

## MEMORANDUM OF UNDERSTANDING

between

**Duarte Unified School District**

and

**THINK Together, Inc.**

### PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish terms of agreement between the **Duarte Unified School District** (*hereafter referred to as "DUSD" or "the District"*) and **THINK Together, Inc.** (*hereafter referred to as "THINK"*). The goal of THINK Together is to work in close partnership with DUSD to deliver high quality expanded learning opportunities that align with district priorities, support overall student achievement and help to mitigate the potential for summer learning loss.

### SCOPE OF SERVICE

Through this agreement, THINK will provide a Summer Learning Program at Beardslee Elementary School during the summer of 2016. The THINK Summer Program will operate for a total of 20 days, Monday-Friday. Program will begin on Friday, July 1, 2016 and will conclude on Friday, July 29, 2016. July 4 will be observed as a holiday. The program will serve not more than 40 students for six hours per program day. In support of district priorities, THINK will provide a combination of academic enrichment and activities that promote healthy lifestyles and physical fitness.

### FEE FOR SERVICES

To perform the services described above, DUSD agrees to pay THINK an amount not to exceed **\$10,000.00** (TEN THOUSAND DOLLARS). The full amount will be invoiced to DUSD upon execution of this MOU. DUSD agrees to remit payment within thirty days of receiving the invoice.

### 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, and shall thereupon terminate.

### TERMINATION

Unless otherwise terminated as provided below, this MOU shall remain in effect throughout the term of this agreement, or until services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

### INDEMNIFICATION

THINK shall indemnify, pay for the defense of, and hold harmless DUSD 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's negligent or willful acts and/or omissions in rendering any services hereunder. THINK 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 or any employee of THINK and shall further indemnify, pay for the defense of, and hold harmless DUSD of and from any such payment or liability arising out of or in any manner connected with THINK's performance under this MOU.

The DUSD shall indemnify, pay for the defense of, and hold harmless THINK and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes

June 16, 2016

Memorandum of Understanding  
Duarte Unified School District

of actions of whatsoever kind, nature or sort which may be incurred by reason of the DUSD'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 DUSD and THINK.

**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-B, 2<sup>nd</sup> Floor, E. Fourth St  
Santa Ana, CA 92705

To: Duarte Unified School District  
1620 Huntington Drive  
Duarte, CA 91010

**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**, the Duarte Unified School District and THINK Together, Inc. have executed this Memorandum of Understanding as of the dates indicated below. Each of the parties signing this agreement warrants to the other that he or she has the full authority of the entity of which his or her signature is made:

\_\_\_\_\_  
\_\_\_\_\_  
Duarte Unified School District

Date: \_\_\_\_\_

\_\_\_\_\_  
**Randy Barth**  
Founder & CEO  
THINK Together, Inc.

Date: \_\_\_\_\_

June 16, 2016