

MEMORANDUM OF UNDERSTANDING
Between
Camino Nuevo Charter Academy
And
Think Together, Inc.

The Memorandum of Understanding (MOU) that follows is a formal agreement between Camino Nuevo Charter Academy (herein referred to as CNCA) and Think Together to provide non-instructional day services for the 2023/24 school year. The goal of Think Together programs is to provide the highest quality expanded learning programming to students within the CNCA in an effort to help close the achievement gap.

SCOPE OF WORK

Think Together will provide non-instructional day services up to 200 students at both the Burlington (CNCA #1) and Castellanos (CNCA #3) campuses, a total of 400 students for an additional three hours per day above the non-instructional days funded through 21st Century Community Learning Centers services over 15 program days and up to nine hours per day over 15 program days. Think Together will assign 22 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20). Each site will be supervised by a Site Coordinator, supported by an Assistant Site Coordinator. Think Together will pay for all field trip experiences and consumables supplies required to deliver the services. Think Together will apply a 15% administrative fee.

PRICING

CNCA shall pay to Think Together a fee of **\$347,916** (THREE HUNDRED FORTY-SEVEN THOUSAND, NINE HUNDRED SIXTEEN DOLLARS) to deliver the services describe above. Think Together shall invoice CNCA in three installments: the first on November 1, 2023, equal to 25% of the total fee, the second on March 1, 2024, equal to 25% of the total fee, and the third on May 1, 2024, equal to 50% 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, but not later than June 30, 2024.

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 CNCA makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, CNCA must provide Think Together with a written request to cure the default. If the CNCA reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the CNCA 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 CNCA determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the CNCA 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 CNCA 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 CNCA 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 CNCA 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 CNCA'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 CNCA 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 Camino Nuevo Charter Academy have executed this Memorandum of Understanding as of the dates indicated below.

Camino Nuevo Charter Academy

Randy Barth
CEO & Founder
Think Together, Inc

Date

Date