

MEMORANDUM OF UNDERSTANDING

Between
Camino Nuevo Charter Academy
And
Think Together, Inc.

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement between Camino Nuevo Charter Academy (herein referred to as “CNCA” or “Charter”) and Think Together to provide non-instructional day services at selected schools during the summer of 2024. The goal of these programs is to develop integrated partnerships to deliver high-quality expanded learning opportunities that align with Charter priorities to help students improve academic performance, enhance health and wellness, and increase social-emotional capacity.

SCOPE OF SERVICES

Think Together will provide non-instructional day services over 13 program days in July 2024 across four school sites as listed below:

- Burlington Campus: Think Together will provide non-instructional day services for up to 240 students at 20:1 ratio for an additional three hours per day above the existing six-hour non-instructional services agreement between CNCA and Think Together. In addition, Think Together will provide services to 20 TK/K students at 10:1 ratio for up to nine hours per day. Think Together will assign 14 Program Leaders to deliver the services incorporating four “floaters” to help maintain ratios.
- Kayne Siart Campus: Think Together will provide non-instructional day services for up to 120 students at 20:1 ratio for an additional three hours per day above the existing six-hour non-instructional services agreement between CNCA and Think Together. In addition, Think Together will provide services to 60 students at 20:1 ratio and 20 TK/K students at 10:1 ratio for up to nine hours per day. Think Together will assign 11 Program Leaders to deliver the services incorporating three “floaters” to help maintain ratios.
- Jose A. Castellanos Campus: Think Together will provide non-instructional day services for up to 220 students at 20:1 ratio for an additional three hours per day above the existing six-hour non-instructional services agreement between CNCA and Think Together. In addition, Think Together will provide services to 20 TK/K students at 10:1 ratio for up to nine hours per day. Think Together will assign 13 Program Leaders to deliver the services incorporating four “floaters” to help maintain ratios.
- Sandra Cisneros Campus: Think Together will provide non-instructional day services for up to 82 students at 20:1 ratio for an additional three hours per day above the existing six-hour non-instructional services agreement between CNCA and Think Together. In addition, Think Together will provide services to 40 students at 20:1 ratio and 20 TK/K students at 10:1 ratio for up to nine hours per day. Think Together will assign eight Program Leaders to deliver the services incorporating two “floaters” to help maintain ratios.

Think Together will assign Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20) and a supervision ratio of not more than one staff member to 10 Transitional Kinder/Kinder students (1:10). Each site will be supervised by a Site Program Manager, supported by an Assistant Site Coordinator. The project will be managed by a Quality Assurance Coach. Think Together will pay for all field trip experiences required to deliver the services. Think Together will apply a 15% administrative fee.

FEE FOR SERVICES

CNCA shall pay to Think Together a fee of \$447,778.00 (FOUR HUNDRED FOURTY-SEVEN THOUSAND, SEVEN HUNDRED SEVENTY-EIGHT DOLLARS) to deliver the scope of services described above. Think Together shall invoice CNCA in one lump sum on July 1, 2024.

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 July 31, 2024, whichever occurs first, and shall thereupon terminate.

TERMINATION

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 and shall pay Think Together for all fees earned through the date of termination.

INSURANCE

During the entire term of this Agreement, Think Together shall procure, pay for and keep in full force and effect the following types of insurance:

A. General Liability Insurance	
i. Per Occurrence	\$1,000,000
ii. General Aggregate	\$2,000,000
B. Professional Liability Insurance	
i. Per Occurrence	\$1,000,000
ii. General Aggregate	\$2,000,000
C. Automobile Liability Insurance	\$1,000,000
D. Workers' Compensation Liability Insurance	\$1,000,000
E. Sexual Misconduct	
i. Per Occurrence	\$1,000,000
ii. General Aggregate	\$1,000,000
F. Cyber Liability	
i. Per Occurrence	\$2,000,000
ii. General Aggregate	\$2,000,000

The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage described above and endorsements for Additional Insured naming "Camino Nuevo Charter Academy," and Primary/Non-Contributory and Waiver of Subrogation endorsements in favor of CNCA, as applicable to each policy above (except Professional Liability and Cyber Liability) shall be provided to the Charter prior to the commencement of services under this agreement. Think Together agrees that it shall not cancel or change the coverage provided by the policies

of insurance described above without first giving the Charter's Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, Think Together agrees to immediately provide the Charter true and correct copies of all new or revised certificates of insurance and endorsements.

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



March 25, 2024

CAMINO NUEVO CHARTER ACADEMY

Think Together Non-Instructional Day Services Program

Background

Camino Nuevo Charter Academy (CNCA) has solicited Think Together to provide non-instructional day services during the summer of 2024 – July 1, 2024 to July 19, 2024. This proposal responds to that request.

Scope of Work

Think Together will provide non-instructional day services over 13 program days across four school sites as listed below:

- Burlington Campus: Think Together will provide non-instructional day services for up to 240 students at 20:1 ratio for an additional three hours per day above the existing six-hour non-instructional services agreement between CNCA and Think Together. In addition, Think Together will provide services to 20 TK/K students at 10:1 ratio for up to nine hours per day. Think Together will assign 14 Program Leaders to deliver the services incorporating four “floaters” to help maintain ratios.
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Pricing

CNCA will pay Think Together a fee of **\$473,889** to deliver the scope of work described above.

CNCA #1 Burlington Campus

Personnel

18 Program Leaders	\$56,912
Total Personnel	\$56,912

2101 East Fourth Street Suite 200B
Santa Ana, CA 92705



Operating

Curricula and Supplies	\$7,466
Field trip experience (4 off-site)	\$56,712
Administrative Fee (15%)	\$18,164
Total Operating	\$82,342
Total Project Cost	\$139,254

CNCA #2 Kayne Siart Campus

Personnel

17 Program Leaders	\$55,705
Total Personnel	\$55,705

Operating

Curricula and Supplies	\$5,370
Field trip experiences (4 off-site)	\$42,000
Administrative Fee (15%)	\$15,461
Total Operating	\$62,831
Total Project Cost	\$118,536

CNCA #3 Jose A. Castellanos Campus

Personnel

17 Program Leaders	\$54,037
Total Personnel	\$54,037

Operating

Curricula and Supplies	\$6,504
Field trip experiences (4 off-site)	\$50,904
Administrative Fee (15%)	\$16,717
Total Operating	\$74,125
Total Project Cost	\$128,162

CNCA #4 Sandra Cisneros Campus

Personnel

10 Program Leaders	\$41,628
Total Personnel	\$41,628

Operating

Curricula and Supplies	\$4,119
Field trip experiences (4 off-site)	\$30,720
Administrative Fee (15%)	\$11,470
Total Operating	\$46,309
Total Project Cost	\$87,937