

Memorandum of Understanding

Work Based Learning and Internship Opportunities

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Dionysus Creative, LLC (Company Name), hereinafter referred to as AFFILIATE, and the **AZUSA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as DISTRICT. This MOU, entered into by both parties, promotes efforts toward improving career technical education for the benefit of students enrolled in DISTRICT's career pathway academies and the community at large and will provide work-based learning and internship opportunities for DISTRICT students.

Term of Memorandum of Understanding:

This MOU between AFFILIATE and DISTRICT will begin upon both parties' approval and signature and will remain in effect until modified or terminated by any one of the parties by mutual consent. In consideration of the foregoing premises and the mutual agreements, terms, and conditions hereinafter set forth, the parties understand and agree as follows:

Obligations and Rights of AFFILIATE

1. AFFILIATE shall ensure that all students receive site-specific and/or task-specific training, ie., equipment safety, emergency procedures, ingress and egress procedures. AFFILIATE shall provide DISTRICT representative with current copies of procedure guidelines and written policies.
2. AFFILIATE will provide an experienced and qualified employee to supervise the student(s) internship/job shadow activities. Internships will also include an educational component with a qualified employee.
3. AFFILIATE will adhere to federal, state, and local regulations regarding labor laws and safety regulations.
4. AFFILIATE will consult regularly with the DISTRICT representative and provide an opportunity for DISTRICT representative to visit AFFILIATE site regarding work-related issues involving the student(s).
5. AFFILIATE understands and agrees that Under the terms of this Agreement, AFFILIATE may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code § 49073.1, the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§ 6501 et seq., the Student Online Personal Information Privacy Act (SOPIPA) Cal. Bus. & Prof. Code § 22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code § 22586 et seq., or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential

Information”). AFFILIATE understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the DISTRICT’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District.

6. AFFILIATE may refuse access to any student or DISTRICT representative who does not meet AFFILIATE’s employee standards for safety, health or ethical behavior. AFFILIATE may request DISTRICT to withdraw from the program any student who, in AFFILIATE’s judgment, is not performing satisfactorily, or who refuses to follow AFFILIATE’s administrative policies, procedures, rules and regulations.
7. AFFILIATE shall maintain a minimum of \$1,000,000 of insurance against claims for injuries to persons and damages to property which may arise from or in connection with its performance hereunder by the AFFILIATE and its agents, representatives, officers, employees or agents.

Obligations and Rights of DISTRICT

1. DISTRICT will provide students with Workplace Readiness Training prior to being placed with AFFILIATE. This training will include, but not be limited to, workplace etiquette and ethics, labor laws, communication and acceptable use of technology.
2. DISTRICT will provide a qualified representative available to respond to AFFILIATE questions and concerns related to student performance and who will be responsible to confer with student(s) and visit workplace.
3. DISTRICT will provide an AFFILIATE orientation for student(s) and aligned classroom curriculum and obtain required documentation including W9, work permits, and other workplace requirements.
4. DISTRICT shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with its performance hereunder by the DISTRICT and its agents, representatives, officers, employees or agents.

Worker’s Compensation Insurance

If any student of the program is considered an employee of the DISTRICT, the DISTRICT shall be responsible for obtaining and maintaining Workers’ Compensation Insurance for the benefit of students of the program as required by the California Labor Code. Unless any student of the program is considered an employee of the DISTRICT, the AFFILIATE shall be responsible for obtaining and maintaining Workers’ Compensation Insurance for the benefit of students of the Program as required by California Labor Code.

Mutual Indemnification.

A. The DISTRICT shall defend, indemnify, and hold harmless the AFFILIATE, and its directors, officers, employees, volunteers, and agents (“AFFILIATE Indemnitees”) from and against all liabilities, losses, expenses, claims, actions, or judgments (including payment of reasonable attorneys’ fees and costs, and other related costs and expenses) recovered or made against any AFFILIATE Indemnitee for any damage, injury, or death to persons or damage to property arising out of or resulting from: (1) any

negligent or intentional acts or omissions of the DISTRICT and (2) the DISTRICT's breach of any of its representations or warranties in this Agreement. The District's indemnification hereunder does not extend to any activities occurring on AFFILIATE's premises, including while the DISTRICT is engaged in training of students in the Program, unless arising from the sole negligence or intentional conduct of the DISTRICT. Rather, as set forth below, the AFFILIATE is obligated to defend and indemnify DISTRICT from all liability which results from any conditions occurring on the premises of the AFFILIATE. The District's indemnification does not extend to any damage, injury, or death caused by the sole negligence or willful misconduct of the AFFILIATE, its directors, officers, directors, employees, volunteers, or agents.

B. The AFFILIATE shall defend, indemnify, and hold harmless the DISTRICT, its trustees, officials, officers, employees, volunteers, and agents ("DISTRICT Indemnitees") from and against all liabilities, losses, expenses, claims, actions, or judgments (including payment of reasonable attorneys' fees and costs, and other related costs and expenses) recovered or made against any DISTRICT Indemnitee for any damage, injury, or death to persons or damage to property arising out of or resulting from: (1) any negligent or intentional acts or omissions of the AFFILIATE its directors, officers, employees, volunteers, or agents, (2) the AFFILIATE's breach of any of its representations or warranties in this Agreement, (3) all liability resulting from conditions occurring on the AFFILIATE's premises, including without limitation, any activities occurring while the DISTRICT is engaged in training of students of the Program, and (4) the business activities of the AFFILIATE. Affiliate's indemnification hereunder includes but is not limited to conditions created by this Agreement or which are based upon the violation of any statute, ordinance, or regulation.

C. The indemnification obligations set forth in this Agreement are in addition to any common law or statutory liability and indemnification rights available to either party.

D. The indemnifications granted hereunder include, but are not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The indemnitor's defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.

E. Either party, upon receipt of tender from any indemnitee hereunder (the "Tendering Indemnitee"), may refuse to provide indemnity or defense hereunder (the "Refusing Party"), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the claim, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnitee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnitee in an amount equal to the amount of such payment. Further, if such refusal, or any failure, to provide a defense against a claim is determined by a final judgment not to have been reasonably justified under the circumstances, then the Refusing Party: (i) shall be obligated to pay all of the damages and out-of-pocket expenses incurred by the Tendering Indemnitee in defending said claim, including, but not limited to, the value of the time, including travel time, that all of the employees, agents and representatives of the Tendering Indemnitee dedicated to, or expended in furtherance of, the defense of said claim; and (ii) without any further action from any party, the Refusing Party hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any

manner, (including but not limited to the waiver of every defense of every nature) the claim of the Tendering Indemnitee regarding the amount of, reasonableness of, necessity for or the Refusing Party's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Tendering Indemnitee in defending the claim.

Insurance Requirements. Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance or self-insurance covering its activities and operations hereunder.

- A. AFFILIATE shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, insurance or self-insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance hereunder by the AFFILIATE and AFFILIATE's agents, representatives, officers, employees, or agents. The following insurance coverage(s), as applicable, are required:
- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that AFFILIATE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - ii. Professional Liability (Errors and Omissions) Insurance appropriate to AFFILIATE's profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.
 - iii. Sexual Abuse and Molestation Insurance: In the event any direct or incidental contact with minor students is likely to take place, AFFILIATE must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$6,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that AFFILIATE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iv. If AFFILIATE uses any automobile in connection with its business activities, AFFILIATE must have Automobile Liability Coverage: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if AFFILIATE has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - v. Workers' Compensation per statute and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident or occupational illness for AFFILIATE employees.
- B. The DISTRICT shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with its performance hereunder by the DISTRICT and its agents,

representatives, officers, employees, or agents. The following insurance coverage, as applicable, are required:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. LPVROP, its trustees, officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Business Partner, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the AFFILIATE's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG.
 - ii. Employer's Liability Insurance: Must be procured in an amount of not less than \$1,000,000 per accident or occupational illness.
- C. Workers' Compensation Insurance.
- i. If any student of the Program is considered an employee of the DISTRICT pursuant to Labor Code Section 3368 or 3363.5, Education Code Section 51769, or other provision of law, the DISTRICT shall be responsible for obtaining and maintaining Workers' Compensation Insurance for the benefit of students of the Program as required by the California Labor Code.
 - ii. Unless any student of the Program is considered an employee of the DISTRICT pursuant to Labor Code Section 3368 or 3363.5, Education Code Section 51769, or other provision of law, the AFFILIATE shall be responsible for obtaining and maintaining Workers' Compensation Insurance for the benefit of students of the Program as required by the California Labor Code.
- D. For any claims arising out of or resulting from this Agreement, the AFFILIATE's insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the DISTRICT, its board of trustees, and their officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the DISTRICT, its board of trustees, and their officials, employees, volunteers, and agents shall be excess of the AFFILIATE's insurance and shall not contribute with it.
- E. Any commercial insurance procured pursuant to these requirements is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by the other party, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/>.
- F. AFFILIATE hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said AFFILIATE may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. AFFILIATE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DISTRICT has received a waiver of subrogation endorsement from the insurer.
- G. Upon request, each party shall furnish the other party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf.

Dispute Resolution

- A. Negotiation. Any dispute that any party may have regarding the performance of this Agreement shall be submitted to the other party within 30 days of its occurrence. The parties shall attempt to negotiate a resolution of such dispute.
- B. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the parties. If any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the DISTRICT's place of venue.
- C. Claims Statute Requirement. This provision does not relieve any party of its obligation to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against the other party.
- D. This Agreement will be governed by, and construed in accordance with, the laws of the State of California, and the rules and regulations issued pursuant thereto.

DISTRICT representative

AFFILIATE representative

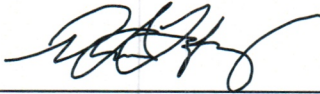
Norma Carvajal - Camacho
Print Name

Dionisio Tafoya
Print Name

Assistant Superintendent, Educational Services
Title

President
Title

Signature


Signature

Date

5/17/2022
Date