



# Tuition Discount Agreement

This AGREEMENT (hereinafter "Agreement") is entered into on the 14th day of December 2022 by and between Los Angeles Pacific University (hereinafter "University") and Azusa Unified School District (hereinafter "Partner"). The University and the Partner may be referred to individually as "Party" or collectively as "Parties".

The purpose of this Agreement is to define how the University will offer its course offerings at a reduced tuition rate to the Partner students.

The PARTIES Mutually Agree:

- A. Either Party may terminate this Agreement, with or without cause at any time, by giving the other Party thirty (30) days written notice. The Parties agree that early termination of this Agreement will not affect the tuition reduction set forth herein for the remainder of the current session at the time of the termination date.
- B. University shall provide to any student of the Partner a 10% discount off the current online undergraduate course tuition rates, this 10% tuition discount applies only to tuition, and no other fee applicable to the student will be discounted. The 10% tuition discount will remain in force for the duration of the student's academic time at the University, provided the student remains a student of the University and does not miss two or more consecutive sessions.
- C. Students wishing to enroll at the University will be required to apply for admission and be admitted in accordance with the University's existing admission requirements and processes for graduate or undergraduate levels. Upon request, the Partner agrees to verify the academic status of the student(s). All degree programs offered at the University are eligible; however, the University reserves the right to modify these programs, offerings or curriculum at any time.
- D. Students of the Partner may apply for Federal student loans the same as other students attending classes at the University.
- E. The Partner will incur no financial obligation to the University other than those it may voluntarily assume in connection with tuition reimbursement directly to the

students. Students will otherwise be personally responsible to the University for payment offices and tuition.

- F. The University shall defend, indemnify and hold the Partner, its officers, agents, and employees harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the University, its officers, agents or employees.
  
- H. The Partner shall defend, indemnify and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, or expense, including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts, errors or omissions of the Partner its officers, agents or employees.
  
- I. The Partner shall provide opportunities for the University to market this tuition discount and related program offerings to the students of the Partner via emails, posters, brochures, information sessions, staff meetings, postings on the Partner website, and any other opportunities with the Partner as deemed appropriate. However, University maintains control of any logo used for marketing purposes.
  
- J. Miscellaneous Provisions
  - a. Authority. The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and each party represents that this Agreement constitutes a legal and binding obligation of the Parties.
  
  - b. Severability. It is agreed that if any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then so long as such determination shall not affect any other material provisions of this Agreement and continue to allow this Agreement to be performed in the reasonable expectations of both Parties, then this Agreement and all such other provisions shall remain in full force and effect.

- c. Notices. Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

PARTNER CONTACT:

Azusa Unified School District  
546 S. Citrus Ave.  
Azusa, CA 91702  
Attn: Frank Chang  
Director of College  
and Career Pathways  
Tel: 626-858-6196

UNIVERSITY CONTACT:

Los Angeles Pacific University,  
300 North Lone Hill Avenue  
San Dimas, California 91773  
Attn: Merritt Robinson  
Vice President, CSEO  
Tel: (626) 268-0288

- d. Complete Agreement. This Agreement represents the Parties' final and complete agreement, and this agreement shall supersede all other understandings, discussion and/or agreements between the Parties with regard to the subject matter in the Agreement.
- e. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the Laws of the State of California and in effect at the time of the execution of this Agreement, without reference to conflicts of laws. Any suit brought to enforce the terms of this Agreement shall be brought exclusively in a court of competent jurisdiction in the County of Los Angeles, California, and the parties hereby submit to the exclusive jurisdiction thereof.
- f. Counterparts. The Parties agree that separate copies of this Agreement be signed by each of the Parties to the Agreement and these copies will have the same force and effect as if the original had been signed by all Parties.
- g. Non-Third Party Beneficiary Clause. Nothing in this Tuition Discount Agreement, express or implied, is intended to or shall confer upon any person, including any

Partner employee, any right, benefit, or remedy of any nature whatsoever that is enforceable at Law or inequity.

- h. The benefits under this Agreement are not assignable by either party without the express written consent of the other party. The tuition discount is not transferrable.

ACCEPTED BY: Azusa Unified School District

Signature:

Name: Norma Camacho

Title: Assistant Superintendent, Educational Services

Date:

ACCEPTED BY: Los Angeles Pacific University

Signature: 

Name: Merritt Robinson

Title: Vice President, CSEO

Date: 12/14/2022